

Tender Document



**Science & Technology
Facilities Council**

Term Service Contract

(3 years with optional 1-year extension)

For

**Minor Building, Mechanical and Electrical Works Not Exceeding £500,000.00 Per
Project**

At The

**Rutherford Appleton Laboratory and Associated
Sites**

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General

1. Introduction

UK Research and Innovation (UKRI) - Science and Technology Facilities Council, STFC, hereinafter referred to as "the Client," invites you to submit a tender for the execution of a Framework Agreement under the Term Service Contract to provide minor Construction Building, Mechanical and Electrical works up to £500,000,00 excluding VAT, in accordance with the terms and conditions specified. There is a lot going on at STFC, new builds, extensions, minor works, etc. Our facilities are new and old, traditional and unique.

The Client requires to work with a contractor that can demonstrate and deliver small construction projects and minor works up to £500k. The Principal Contractor will closely partner with the Client, to deliver a variety of construction works in a coordinated, safe, timely, and cost-effective manner. The Client is looking to partner with an innovative contractor that invest into their business and people, have agility within their supply chain, and manage performance and quality through robust process.

2. Contacts

The Client's representative for the Framework will be:

Adam Bamford (Head of Estates and Facilities RAL)

Giles Digby (Property Services Manager) NEC 4 Service Manager

Rutherford Appleton Laboratory
Harwell Oxford
Didcot
Oxfordshire
OX11 0QX

Alternatively, such other person as may be appointed by the Client from time to time. Any queries relating to the tender process are to be raised using the Message facility within the Delta e-procurement tool.

The Contractor shall, in agreement with the Client, appoint one senior member of his staff to provide effective liaison between all sections of his own organisation and the Client for this Framework Agreement.

3. Site Tour

Given the nature of this requirement and the site upon which any successful Contractor would be working, we are highly recommending that any interested supplier takes up the opportunity to attend a site tour during the tender timescales.

The dates available to attend a site tour can be found within Section 3 – Timescales Request for Proposal.

If you wish to request a site tour, please ensure that this is done via the messaging function in the eSourcing Portal. Once the proposed date and time has been confirmed with the Client, we will confirm this back to you. Please note bidders will be limited to 3 people (maximum).

During the site tour the host will be unable to answer ANY questions. Should you have further clarifications questions from the tour these will need to be taken away and then formally submitted through the eSourcing Portal.

4. Scope of the Works

- a) The work covers Construction Building, Mechanical and Electrical Works at the Rutherford Appleton Laboratory (RAL), Harwell Oxford, Didcot, Oxfordshire, the associated Conference Centre (The Cosener’s House) at Abingdon, and occasional works at Chilbolton Observatory, Chilbolton, near Stockbridge, Hampshire.
- b) The works vary in scope and value, from minor small works i.e. decoration, flooring etc. to extensions, laboratory fit outs, office fit out projects etc.
- c) The Client wishes to appoint one Contractor for an initial period of 3 years with a possible one-year extension.
- d) The forecast spend under this Framework Agreement is estimated at between £1 million and £3 million per annum.
- e) Notwithstanding the expenditure limit, the Client offers no guarantee of any work volumes in any of the disciplines and no adjustments will be allowed to the tendered rates in the event that the stated forecast spend is not forthcoming during the term of the Framework Agreement.
- f) Whilst there is no guarantee as to the level of expenditure over any given period, historically the Client has expended the following approximate amounts over the last four-year period at the Rutherford Appleton Laboratory site on similar works (figures exclude VAT):

		Number of individual orders placed per order value
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Year	Total	Up to £5k	£5k - £25k	£25k – £50k	£50 - £100k	£100k - £500k
2018	£4.5m (Nov)	211	66	16	6	9
2017	£5.5m	593	108	44	7	10
2016	£2.3m	434	81	31		
2015	£2.1m	490	71	25		
2014	£1.9m	417	72	15		
2013	£1.3m	329	60	12		
2012	£1.7m	387	54	17		
2011	£2.1m	459	83	17		

- g) Mobilisation costs are paid by the contractor. Mobilisation costs should include as a minimum any start-up costs, IT, project management software systems, contract training etc. These costs are not fees, and if not required or delivered, not charged at the Clients discretion.
- h) STFC will also provide a site area for the Contractor to use as a compound, store etc. for the contract. Any utilities connections will have to be priced as part of the mobilisation costs, which, will form part of the bid price.
- i) STFC will provide safety and site induction specific to working at RAL and its locations i.e. working on site, lone working etc.
- j) It is a condition of appointment to this Framework Agreement that the Contractor employs on the Client’s sites, only persons who have satisfactorily completed a DBS (Disclosure and Barring Service) application form and received a DBS Certificate, available on line from www.gov.uk/government/organisations/disclosure-and-barring-service.The method the Client will use to monitor and audit this will be advised during the tender period or before mobilisation.

The Contractor will be required to achieve Baseline Security Clearance of all of their operatives and Sub-Contractors. Information on these requirements can be found;

www.gov.uk/government/uploads/system/uploads/attachment_data/file/365602/HMG_Baseline_Personnel_Security_Standard.pdf

- k) The contractor is to include for all current and future known revisions in statutory compliance, including but not limited to National minimum and living wage, CDM regulations, changes in NEC4, British Standards, BEIS SFG20 etc.

5. Abbreviations and Definitions

In addition to the abbreviations and definitions given in the Contract Conditions, the following are included:

BCIS

Building Cost Information Service (RICS Royal Institute of Chartered Surveyors)

Client

UK Research and Innovation ('Client')

Service Manager

Person or persons appointed by the Client to carry out the duties and exercise the powers, which he has under the NEC 4 Contract.

Site or Establishment

The areas within the boundaries of the sites of the Rutherford Appleton Laboratory (RAL); The Cosener's House, Abingdon or Chilbolton Observatory, Hampshire.

Asbestos Control Officer (ACO)

Client appointed officer responsible for the management of asbestos materials, permits, advice etc.

BS. EN.

British Standard European Norm

Approved

Approved directed or selected by the Client before directed or the work put in hand.

RPS

Radiation Protection Supervisor

Local Authority

Vale of the White Horse and South Oxfordshire District Council for Rutherford Appleton Laboratory.

Required Quality Systems

Contractors site management, standards, delivery plans, risk assessments, health and safety policies etc.

ISO 14001 – Environmental Management

ISO 14000 – Environmental Management

ISO 9000 – Quality Management

CSCS- Construction Skills Certificate Scheme

CHAS - Construction Health and Safety Assessment Group.

ROSPA – Royal Society for the Prevention of Accidents.

Considerate Construction.

Construction Best Practice Programme.

6. General Description of Works

The works comprise Building, Mechanical and Electrical Works including new construction works, alterations and maintenance at the Establishment.

The foregoing description shall not be held to gauge or limit the extent of the Framework Agreement which is fully described in the documents included in the attachments section within the e-Sourcing tool.

The Contractor should note that other works at the Establishment might be executed concurrently with this Framework Agreement. No undertaking is given that all construction, alterations or maintenance works will be allocated under this Framework Agreement, and the Client reserves at all times the right to make other arrangements. Nothing in the Framework Agreement shall imply that the Client will make available during the term of the Framework Agreement, a continuity of work for a particular trade or number of trades, but they will endeavour to arrange Task Orders to provide the maximum continuity of work commensurate with the operational requirements of the Establishment. The Contractor is responsible for fully considering, planning and delivering services with awareness of any other site activity including construction etc. The relationship between the Client and the Contractor is key to the resourcing, delivery and success of this Framework Agreement. The Contractor is required to work with the Client to identify project opportunities regarding fabric repairs; offsetting maintenance costs through capital works i.e. roof repairs, glazing replacement etc. This will identify a project pipeline for both parties to work too subject to funding etc. The contractor will be responsible for supporting the Estates team (Client) and its appointed agents, to develop capital replacement proposals, repair programmes etc.

The works will be priced using agreed schedule of rates, negotiated price or through open book approach with the contractor. The objective of the Framework Agreement is to jointly, **achieve the 'best outcome in both price, quality and delivery'**.

The Contractor will be able to directly supply the majority of the construction works and have a supply chain in place that can competently deliver the work packages required in this Framework Agreement. The Framework Agreement has no provisions for sub-contractor, management mark-ups

this Framework Agreement requires a construction company that has demonstrable control over its operations; the Client is not collaborating with a Management company, or Facilities Management Company. STFC project work is varied, and due to the location of the facilities, requires a contractor that will provide a supportive, partnering relationship with a focus on working safely, investing into its business, delivering a quality product in time and in budget.

7. Position of Site

The scope, the subject of any Task Order, shall be at the Establishment. The detailed location of any particular job shall be indicated on the Task Order.

8. Framework Agreement – Call Off

- a) The Framework Agreement Contract is for a NEC4 Term Service Contract, Option A, April 2017 (see Contract Data Part 1).
- b) As instructed, packaged works will use NEC4 ECC Form opt A, or the NEC4 ECSC Form of Contract, with Activity Schedule identifying programme, preliminaries, payments etc.
- c) Separate Task Orders will be raised, with Scope to cover individual works with estimated values not normally greater than £500,000 exclusive of VAT.
- d) The Framework Agreement will use estimating tools RICS NRM 1 Capital Estimating, NRM2 Detailed measurement for building works and NRM3 Order of cost estimating planning and building maintenance works.
- e) The Framework Agreement will use pricing rates from RICS BCIS 2018/19, other rates or negotiated price (labour and Materials) on a best price basis under this agreement.
- f) The Client will appoint an RICS QS, or directly resource the services to assist in agreeing applications, estimates, fixed costs, final accounts, agreeing rates, etc.
- g) Overheads and Profit;

The contractor is to identify associated overheads and profit to account for the actual cost of the project/s and avoid double accounting in areas such as project management etc.

- Prelims
- Insurances
- Profit related to the contract/works
- Site overheads/office overheads
- Particular project resource etc.

h) Preliminary Costs;

- Method statements.
- Pre-construction information.
- A description of any planning conditions or other conditions that may affect the work to be carried out by the contractor.
- A description of any outstanding statutory approvals that may fall to the contractor to satisfy.
- Party wall requirements or other agreements with, or rights of, neighbours (such as rights to light).
- Any emergency services obligations.
- A description of the reporting information that the contractor will be required to submit (often on a monthly basis) describing construction progress (including a detailed critical path programme, key performance indicators and earned value analysis). See Construction progress reports for more information.
- A description of the commissioning strategy, separating setting to work and balancing tasks from independent verification by the consultant team.
- Relevant reports (such as soil reports).
- An information release schedule.
- Quality management procedures.
- Labour relations.
- Schedules of mock-ups, testing and samples required from the contractor.
- The method of sub-contracting.
- Requirements for insurance, performance bonds, warranties and product guarantees (for the contractor and sub-contractors).
- Requirements for the operating and maintenance manual (the Client's facilities management team may wish to comment on this).
- Requirement for progress photos to be taken on site during construction and off-site during fabrication.
- Dates for partial possession.
- Collaborative practices.
- Building information modelling (BIM) requirement and protocols (including requirement for BIM in sub-contracts).
- Site waste management plan.
- Contractor's site preliminaries, such as; staff, welfare provisions, site offices, plant, site waste clearance, water, electricity, furniture, ICT and consumables, rates, protection of work, protective clothing, site transport, setting out, building control fees, and so on.

- i) Task Orders are to be valued by means of the schedule of rates (which, are collectively referred to as 'The Schedule of Rates' in this tender document);

With any amendments issued thereto up to the date of the return of the Tender.

A schedule of supplementary rates is set out in Appendix F. The schedule has been priced to provide consistency with the schedule of Rates and will be subject to the percentage adjustment as set out in the Price List – Measured Work and Compensation Events.

- j) It is envisaged that generally a monthly-consolidated application and invoice will be submitted by the Contractor. The method to use will be instructed by the Client during mobilisation.
- k) The contractor shall provide an on-going management plan/system to ensure the delivery of programme and projects are managed. This management is to work with the Clients Estates office PMO team and processes. The contractor is to work closely with this function, providing information, updates and support in PM delivery. All project works, feasibilities will come through this PMO function. This office ensures clarity of instruction, approval and assurance to Estates and to the contractor. The Contractor is to provide a quality plan regarding management of services, and project delivery.
- l) The contractor is to provide "Contractor Proposals" to change scope or to achieve acceleration, which the Client can accept or not and share benefits accordingly
- m) The Contractor shall comply with all prevailing legislation whilst carrying out works for the Client.
- n) The work will be measured in accordance with the Contract conditions. The Service Manager may also, at his discretion, request firm quotations from the Contractor for individual Task Orders, for Compensation Events or for the likely cost of individual Task Orders.
- o) All rates shall be firm for the first two years of the Framework Agreement. After this date, and should the Client extend the Framework Agreement as an option for the following year, any rates that may be uplifted (see Price List) may be adjusted each year on an annual basis in accordance with the BCIS Updating Percentage. The base date for the indices will be 10 days before tender return date. The procedure will be as follows: if the Framework Agreement is extended, the Contractor may submit to the Client his proposals for an adjustment to the rates together with any information necessary to substantiate his claim. Once an agreement has been reached, the new percentage uplifts shall come into force on the anniversary date of the Framework Agreement and shall remain firm for a further 12 months. In the absence of any published data to complete or substantiate any percentage uplift by the prescribed date, the Contractor may make provisional adjustments subject to ratification and/or correction on publication of the outstanding data. The rate for a job will be the rate at the date the Task Order is placed.

9. Task Order Specification

The Specification shall be listed in detail on each Task Order.

The Specification for the Scope including Mechanical and Electrical services will generally be as the follows:

- STFC MEP Standard Specification
- STFC Fabric Standard Specification
- RICS Ska Good Practice for Offices
- RICS Ska Good Practice for HE
- STFC mini Ska for minor projects.
- BESA SFG20 Standard Maintenance Specifications
- Asbestos Register
- Works Particular Specification, will be issued by STFC Estates Services
- Building works specification and detail drawings are to be issued with the Task Order
- Agreed schedule of rates or pricing agreement.
- Payment and application agreement.

10. Discrepancies

The Contractor shall examine and co-relate all specifications and Service Manager Instructions, having particular regard to sub-Contractors and their requirements. He shall report any discrepancies or other errors to the Service Manager sufficiently early to allow decisions to be made and to obtain such further directions as are necessary without delaying the works.

11. Measured Works, Compensation Events and Firm Price Orders

- a) The Framework Agreement is for measured work. The work is measured against a Schedule of Rates and adjusted by a number of percentage adjustments (see conditions of contract and Price List).
- b) The purpose of the percentage adjustments is to allow Contractors to take account of all general items of cost (including overheads and profit) in relation to work executed on a measurement basis which they consider will not be properly reflected in the net rates and prices in the Schedule of Rates. The percentage adjustments will also be deemed to cover, amongst other items, any difference between local price levels and national price levels.
- c) The Building works will include all Painting and Decorating works, which will be measured in accordance with the Schedule of Rates for Building Works. However, to ensure that the rates are consistent with prevailing market conditions, the Contractor is requested to include in his Tender specific percentage adjustments in respect of all Painting and Decorating works.

- d) When requested, the Contractor shall provide firm price quotations in the form of priced measured quantities outlining the full scope of work included within the quotations. The quotations shall be priced in accordance with the Schedule of Rates outlined within this tender document and must include all appropriate percentage additions/deductions outlined herein. At all times the firm priced quotations will be presented in a transparent manner, uploaded into the clients CAFM system, which will allow rates and prices to be checked and related back to the agreed Term Service Contract rates. Any costs associated with the preparation of the quotations shall be deemed included in the Schedule of Rates and any percentage adjustment outlined herein and will be inclusive of the preparation of method statements, risk assessments and programmes and all supervision.

12. Price List

All task orders are administered through the client supplied, NEC Contract Management software. This software will be set up to include all relevant clauses, early warning processes, compensation events, task orders, etc. The contractor is responsible for adopting this system to communicate contractual change, cost etc. The contractor is to only accept instruction through the NEC Contract Management system, and with a supporting PMO number, and purchase order from STFC. All project works will be administered through the Estates Project Management office. The PMO operates to ensure that the Clients requirements are clear and reasonable, they are either an instruction for a feasibility study or to carry out works. The contractor is expected to support the PMO Manager in obtaining or, providing clear requirements, programming etc. This will ensure that the Task order can be instructed, and all parties approve to proceed with the works.

Cost thresholds at which, differing levels of information are provided by the Contractor in advance of an instruction being issued, i.e.

- a. **Up to £1,000** – Contractor provides a not to exceed budget /quote within 3 working days for a specified scope of works (generally, this will either be urgent or minor works). Construction Phase Plan and Programme to also be provided;
- b. **Up to £50,000** – Contractor provides within 10 working days (subject to complexity) a build up to a cost based on schedule of rates and any specific star rate items with substantiation. Construction Phase Plan and Programme to also be provided;
- c. **Over £50,000** – Contractor provides within 14 working days (subject to complexity etc) a build up with proof of three quotes for any works not covered by the schedule or rates. Construction Phase Plan and Programme to also be provided

Work Package activities excluded from the BCIS Rates

Where a Work Package includes activities that are not included in the BCIS, the Contractor shall price such activities by breaking down the activity into the following elements:

Where the Contractor is delivering the activity direct to the Client:

Plant and Material cost, to be provided on an 'open-book' basis, with the Contractors Plant / Material Adjustment included.

Labour cost, to be provided based upon the Labour Rates provided in the Schedule of Prices and Rates.

Where a Subcontractor is delivering the activity on behalf of the Contractor:

Subcontractor price, to be provided on an 'open-book' basis, and broken down into labour, plant and materials.

The Contractor shall price all other activities included in a Work Package as specified in the BCIS Rates.

Percentage alterations to allow for Preliminaries (General), Business Unit Variation and Overheads and Profits, to those prices identified in Schedule of Prices and Rates, and Selection and Quotation Procedure.

13. Instructions to Start Work

Work required to be executed under the Framework Agreement shall be ordered in writing by means of a written Task Order. Each Task Order shall constitute a single job for the purpose of the Framework Agreement, to which all conditions of the Framework Agreement shall apply as for a single works. These Task orders are administrated and managed by contracting parties through the Client NEC4 software. This system is partitioned specifically for this Framework Agreement to protect commercially sensitive information.

14. Client Reservations

The Client reserves the right to employ independently of, and concurrently with the Term Service Contract, another Contractor or other Contractors on work of a similar nature and to employ, and pay workmen independently of the Contractor, and to supply materials for the execution of work.

15. Building Regulations

The works from time to time may be subject to control under the Building Regulations exercised by the Local Authority. The Contractor shall allow in his Price List for any attendances and notices required on the Building Inspector and any other liaison required.

16. Site Regulations

The Contractor, their sub-Contractors and their respective employees shall, in relation to work to be performed within the boundaries of the Site or Establishment of the Client comply with the regulations and requirements in force for the time being at that Site or Establishment, and with any special regulations which apply to any particular building or area within the boundaries of that Site or Establishment.

17. Local Conditions

The Contractor shall be deemed to have acquainted himself with all the conditions likely to affect the execution of the works including safety, special local conditions (e.g. vibration sensitive areas, radiation protection areas, magnetic fields) and other regulations in force. No claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding or due to lack of knowledge of these conditions, regulations or requirements.

In particular, the Contractor must identify all existing mechanical and electrical services including any services passing through the area of work.

The Contractor shall give the Service Manager a minimum of 5 working days' notice for any special access requirements (e.g. substations, plant rooms, locked rooms, limited access rooms etc.).

18. Access to Site

Access for the Contractor's traffic, including that of his sub-Contractors and workpeople, will be via the main entrance of the Establishment.

19. Use of Site

The Contractor shall not use the Site other than to carry out the works and he shall obtain approval to the setting of all temporary works.

The Contractor shall endeavour to minimise the area occupied by plant and materials at each job site and confine all foot and vehicular traffic to approved routes. All-natural features, such as trees, bushes, turf, etc., shall be preserved or reinstated; if reinstatement is impracticable, the cost in lieu shall be recoverable from the Contractor.

The Contractor shall be responsible for reinstatement of any damage caused during the execution of the works.

The Contractor's workers shall keep to the areas in which they are employed, and the Contractor shall ensure they do not loiter anywhere within the boundaries.

The Contractor shall take adequate precautions during the progress of the works to prevent trespass or damage to the adjoining property or public or private roadways and to prevent materials, plant,

rubbish, debris etc. collecting thereon. The Contractor shall prevent the spread of dirt within the Contract area and associated spaces. The Contractor shall ensure roads are kept free from all rubbish, dirt and debris relating to his works.

The Contractor shall keep the sites he is working on tidy.

The Contractor shall ensure that regular checks are made regarding Health and Safety matters on each site he is working on.

The Service Manager will carry out regular inspections in conjunction with the Contractor's representative. This shall not relieve the Contractor of his responsibilities under the Contract.

The Contractor shall not display advertisements or permit them to be displayed without written approval. They shall permit advertisements to be displayed by any person so authorised by the Service Manager.

20. Use of Roads and Paved Areas

The Contractor will be permitted to use such roads and paved areas as are authorised by the Client. They shall keep them thoroughly clean and limit the weight and class of vehicles as directed. They will be held responsible for all damage, including damage by subcontractors and suppliers, which, in the opinion of the Client, is occasioned by non-compliance with the Client's instructions or is not due to fair wear and tear. Site speed limits must be observed. Operatives who do not comply with the site speed limits may be removed from site.

Obstruction of roads and paved areas will not be permitted unless notice has been given in writing and approval obtained.

21. Safety, Health and Welfare of Workpeople

The Contractor shall provide all measures, which under the Health and Safety at Work Act 1974, or the working rules of any industry, the Contractor is required to take in connection with Health, Safety and Welfare.

The Client's Occupational Health facilities are for the use of Contractor's personnel only in emergency. First Aid equipment and other facilities for dealing with minor injuries shall be provided by the Contractor.

All Contractors' employees and his subcontractors working on the Client's sites have to attend a Health and Safety Induction course, which lasts about one hour. The Contractor is to keep records of those who have attended.

The Contractor is to assign to the contract, a directly employed Health and Safety Manager to oversee the safe working and delivery of all works. The Manager is to work directly with STFC's

Construction Health and Safety Advisor, to ensure compliance to the contract and continuous improvement opportunities are, implemented.

The Contractor shall ensure that his operatives, including those of his sub-Contractors, comply at all times with the safety measures required by the Client's Safety, Health and Environment Codes. The majority of the Client's (Appendix E) SHE Codes <https://staff.she.stfc.ac.uk/Pages/Codes.aspx> are available on the following website: www.she.stfc.ac.uk/she. A copy of the Safety Codes must be made available for all of the Contractor's staff at all times. An extract from the Client's Safety Code No 32 Appendix 4 Section A4.3 entitled Standard Fire Precautions for Works Projects and Contractors is at Appendix B. The Safety Information and Instructions for Contractors and Safety Information for Contractors Working at Rutherford Appleton Laboratory, Chilbolton Observatory and The Cosener's House Sites at Appendix C also apply to works carried out under this Framework Agreement.

The Contractor shall ensure that all incidents, accidents and near misses are recorded and reported to the Service Manager in a timely manner. As required, an in-depth investigation and report of the incident and any findings and/or recommendations may be requested by the Service Manager.

Access to Restricted Areas: The Contractor will be informed of restricted areas and all employees, agents and sub-Contractors of the Contractor will have to obtain permission from the Service Manager to enter the restricted area. Permission granted will be in the form of a permit which will give the date and time. In addition, the permit will give details of work to be performed and of any other specific requirement. Where the restricted area is a Radiation Controlled area the permit system will also include the issue of a radiation-monitoring device to check for exposure. The attached document at Appendix C SHE Booklet, and the SHE Code 29 apply to work in restricted areas.

The Contractor shall ensure that his workforce is made fully aware of the statutory regulations regarding safety while working on construction sites. The Contractor shall be aware of on-site permit to work systems such as hot works permits, isolation permits, excavation permits, confined space permits, roof access permits etc. Each member of his workforce shall wear the required Personal Protective Equipment (PPE) necessary to carry out his work. Visibility jackets and the like should be endorsed with the Company name/or logo.

The Contractor shall not light any fire for disposing of rubbish. The Contractor shall immediately inform the Service Manager of any fire accidentally started whether or not the services of the fire brigade are required.

The Contractor shall inform the Service Manager of the name of their nominated In-House Safety Officer; regular attendance by the Safety Officer is required and a Health and Safety report is to be included in each monthly site meeting report.

The Contractor shall ensure all operatives deployed on site conduct themselves in a reasonable manner, are not under the influence of alcohol, recreational drugs or sensory impairing medication etc.

22. CDM Regulations 2015

The Contractor will be primarily, appointed as the Principal Contractor and will perform all those duties as prescribed under the CDM Regulations (2015) and any amendments thereto in force during the period of the Framework Agreement.

The Contractor must ensure that competent personnel are appointed to carry out the prescribed duties including the submission of risk assessments and method statements.

The Contractor will be provided with a Pre-Construction Information pack prepared by the Principal Designer appointed by the Client.

There may be instances where the Contractor is also the Principal Designer, Contractor Design Option will be instructed on the task order.

The Contractor is to ensure that the CDM Regulations 2015 are adhered to regarding construction safety, planning, health and safety files etc.

All CDM 2015 appointments will be made clear by the Client, or their appointed agent within a task order, which will be issued and managed through the CAFM/NEC Client system. The Contractor is wholly responsible for the delivery of the Task order within the CAFM/NEC system including Task order management, early warning notices, compensation events, photographic project records, final account etc.

The role of principal contractor involves:

- Planning, managing, monitoring and coordinating the construction phase of a project.
- Consulting and engaging with workers.
- Liaising with the client and principal designer.
- Ensuring anyone they appoint has the necessary skills, knowledge, and experience and, where they are an organisation, the organisational capability to carry out the work in a way that secures health and safety.
- Coordinating the work of contractors.
- Ensuring that the contractors under their control cooperate with each other.
- Ensuring suitable site inductions are provided.
- Ensuring reasonable steps are taken to prevent unauthorised access.
- Ensuring that suitable welfare facilities are provided and maintained throughout the construction phase.
- Before the construction site is set up, preparing, reviewing and revising the construction phase plan for the project setting out health and safety arrangements and site rules.

- Ensuring that the construction phase plan is appropriately reviewed, updated and revised during the construction phase.
- Providing the principal designer with any information in the principal contractor's possession relevant to the health and safety file.
- If the principal designer's appointment finishes before the end of the project, the health and safety file must be passed to the principal contractor for the remainder of the project. The principal contractor must then take on the responsibility for reviewing, updating and revising it and passing it to the client when the project finishes.

23. Dangerous Tools and Methods

The employment of any tool, or method of operation which is considered by the Client to be dangerous, having regard to the activities of the Client will not be permitted but approval of any tool or method of operation shall not relieve the Contractor of any responsibility of liability.

24. Working at Height

The Price List quoted shall take account of all extra costs associated with working at height, including degree of difficulty, means of access, and provision of necessary platforms, ladders, scaffolding etc.

25. Asbestos

Asbestos is known to exist on site in various forms including insulation board, lagging material, roofing products, etc. An asbestos register is maintained by the Client and will be made available to the Contractor through the Clients Estates office Team. The Client will provide the Contractor with all relevant information regarding 'Managing Asbestos' on STFC sites including the STFC Asbestos Management Plan, and Management Processes. Generically speaking, the Client manages all works within pre 2000 properties through a target/R&D survey. Any associated, identified asbestos materials are removed prior to the works being carried out.

Asbestos consultancy and removal services are outside of this Framework Agreement and managed by STFC. The contractor will consult with the ACO prior to commencement of works.

The general dismantling and removal of 'Asbestos materials' from site is subject to works by Direct Contractors appointed by the Client. See the Client's SHE Code No 35 on Asbestos Management. The Contractor is prohibited from bringing any asbestos containing material on site.

The contractor is to utilise the Clients e-permit system and other permit systems as part of the Risk Assessment and access control process. Specific laboratory areas have access and permit to work system referred to as WAFS Work Access Forms. Specific Client managers outside of the Estates team issue these. The permission to work in specific laboratory areas may require safety briefings, training PPE etc. This will be provided as appropriate.

26. Management and Other Staff

When carrying out the works, the Contractor shall employ a resident, suitably qualified, experienced and competent person on the Establishment at all times, including out of hours or overtime working. The competent person will have direct responsibility for the day-to-day management of the Framework Agreement including supervising the execution of the works, planning and resourcing, supervising all health and safety issues including CDM Regulations 2015, and liaising with the Service Manager on any, matter arising.

The resident person must be supported by dedicated SITE based qualified supervisors with specific mechanical and engineering skills and experience who will operate at a minimum standard of nonworking foremen and who shall be named in the Tender.

The Contractor shall employ sufficient support staff to enable him to operate the Framework Agreement effectively. These staff shall include (but not be limited to) commercial managers/quantity surveyors/estimators, engineers, planners, buyers, health and safety inspectors and administrators.

The Contractor shall supply for the purpose of carrying out any works ordered, a sufficient and competent workforce.

The Client shall have full power to require the Contractor to cease to employ on site any person in his employ whom the Client (whose decision shall be final and conclusive) may consider negligent in the execution of any work or incompetent or to have misconducted themselves and the Contractor shall forthwith comply with any such requirement.

The Contractor shall allow for in his Price List all costs arising from the above, also for the provision of all clerical services and for senior representatives to attend meetings when required to do so.

27. Specialist Sub-Contractors and Suppliers

All sub-contractors, specialist or direct are to be identified and approved within the Framework Agreement. All labour and materials supplied to the Contractor by specialist suppliers are to be indicated separately in each Task Order.

The Contractor shall be responsible for the supervision and administration of all sub-contracts in accordance with the Conditions of Contract. The Contractor is to ensure that these sub-contractors adhere to the performance requirements under this Framework Agreement and, the supply chain is appropriately in place to support. The Contractor is to arrange a progress programme with each of the firms for execution of the specialist work to permit the Task Order being completed by the agreed date. The programme will be subject to the approval of the Service Manager and shall be included in the main programme for the works.

28. Client List of Sub-Contractors

Due to the specialist work and site management requirements, Client list of Sub-contractors should be considered by the Contractor as part of the approved supply chain, or as a benchmark standard for other suppliers. The Client list of Sub-Contractors are listed with their specialism in **appendix B**.

The Contractor shall act as Principal Contractor under CDM Regulations 2015 and shall provide "General Attendance" free of charge to Specialist Sub-Contractors. "General Attendance" is defined as hereunder: -

Affording the use of such sanitary accommodation, safety, health and welfare facilities, mess rooms, temporary roads and hardstanding's, scaffolding and temporary lighting and power, water, steam or compressed air services and installations as the Contractor may construct and have available for his own use.

Providing electricity and water.

Providing temporary electrical and water services up to temporary site accommodation.

Providing space for temporary site accommodation and for storage of plant and materials.

Protecting work executed.

Clearing away rubbish.

All other attendance shall be Special Attendance and the Contractor shall make his own arrangements direct with any Specialist Sub-Contractors for the charges and payments for such Special Attendances ordered by the Specialist Sub-Contractors.

29. Pricing and Client specified Subcontractors

Where the Client has specified a Subcontractor to be used in the delivery of a Work Package the Contractor shall quote the activities to be carried out by the specified Subcontractor as if they were to be delivered directly by the Contractor or Subcontractor of their own choice.

Where it is prohibitive to the Contractor, in terms of pricing, to use the specified Subcontractor, the Contractor shall quote the activities as if they were not included in the BICS Rates, following the process set out in Clause 5. The Contractor may also provide an alternative quote for the activities in line with their alterations to the BCIS Rates for using a Subcontractor of their own choice.

The Contractor may, within its quotation include the option for use of the specified Subcontractor, allow the percentage stated in the Preliminaries as Specialist Subcontractor Management, however this percentage may not be included within the alternative option for using a Subcontractor of their own choice.

Where the Contractor has included within its quotation for the option for use of a Subcontractor other than the Client specified Subcontractor, the Client shall advise upon award of the Package Order the quotation option it wishes to proceed with.

30. Clients Nominated Sub-Contractors

The Client may nominate a selection of sub-contractors to the Contractor whilst leaving responsibility for their performance with the contractor.

The Contractor may invite these potential sub-contractors to submit tenders for the appropriate packages within the Task Order. The Client will provide a short-list of acceptable sub-contractors in Appendix B. The pricing document Appendix F allow for the sub-contract package by including a provisional sum.

The nominated sub-contractor is to pass the Contractors Pre-Qualification Questionnaire, and Clients requirements under this Framework Agreement.

Under this arrangement the contractor assumes responsibility for the sub-contractor's performance. In effect the named sub-contractor becomes a domestic sub-contractor, they are paid by the main contractor and the main contractor is responsible for their works.

31. Tenders for Specialist Sub-Contractors

The Contractor shall be responsible for the placing of Sub-contracts, payments to an agreement of Sub-Contract Conditions with Sub-Contractors and for all matters arising therefrom. Payments terms to sub-contractors are to be in line with the payment's terms within the NEC 4 TSC i.e. 30 days.

32. Use of Sub-Contractors

The Contractor, with prior approval from the Client, may use sub-contract labour to carry out sections of the works. In order to gain this approval the Contractor will need to demonstrate the sub-contractor has specialist or equivalent or better competence, the programme and resource plan have been agreed, any design has been integrated and coordinated, and collateral warranties are in place, and appropriate level of supervision is planned to ensure health and safety, quality and progress etc. is achieved.

33. Direct Contractors

The following work may be executed concurrently with the Works by Contractors employed directly by the Client:

- Asbestos removal
- Lift maintenance and installation works
- Crane maintenance and installation works
- HV Electrical installations

- Building Management Systems
- Door Access Systems (control gear)
- Grounds maintenance works
- Fire Alarms
- Specialist Scaffolding
- Client works
- Other minor works
- Other planned maintenance

34. Materials Provided by the Client

The Client reserves the right to supply 'free issue' any of the materials needed for the works and the value of any materials so supplied shall be adjusted in the computation of payment for each or any Task Order. The Contractor shall take delivery of such goods, unpack, examine and store them, give receipts in detail, and return all empty cases, packing etc. to the Client's Logistics Department whence the materials were despatched, or to the merchants supplying the goods, failing which the Contractor shall be required to satisfy claims arising out of loss or damage to materials and packaging. All cases shall be returned immediately they are unpacked; the carriage charges will be met by the Client. In the event breakages or damage to goods in transit the Contractor shall at once notify the Service Manager, failing which the Contractor shall be held responsible. All materials and goods supplied to the Contractor and found to be surplus shall be returned to the Client. The Contractor shall record and submit on request to the Service Manager details of the allocation or use of such materials provided by the Client.

35. Articles and Materials

Articles and materials shall conform to the latest edition of the appropriate EU Standard or equivalent unless otherwise stated. The Contractor shall allow for submitting names of manufacturers and samples of materials to the Service Manager for approval. Samples shall be submitted sufficiently early to allow the Service Manager a reasonable time to decide without delaying the works.

Samples approved by the Service Manager will be retained as approved samples and if not finally incorporated in the works will be returned, carriage paid, to the Contractor after completion of the Contract only if he stipulates at the time of submission and applies for the return of the samples before the completion of the works.

Insertion of the name of any firm or trade name in the description of any item shall preclude the consideration of alternatives proposed by the Contractor unless accompanied by the words "or other equal approved" (or words to that effect). In the latter case, the use of the name of any firm or trade name is solely for obtaining a class or quality of material or workmanship and is to be used only as a basis for pricing. Such goods or workmanship may be obtained from any other of equal repute subject to the prior approval of the Client.

36. Quality

- a) The Contractor shall execute the works in accordance with the Framework Agreement, and in line with Clients Estates PMO processes; with diligence; in accordance with the programme; with all reasonable skill and care and in a competent manner.
- b) The Contractor warrants that all plant and materials intended to form part of the completed works, with the sole exception of plant and materials intended to form part of the completed works chosen or selected by the Client by means of a statement by or on behalf of the Client in the Task Order or in a Compensation Event, shall be fit for their intended purposes and shall conform to the Service Information, the Task Order, the Activity Schedule and/or the drawings.
- c) The Contractor shall notify the Service Manager of any items that the Contractor considers should not be incorporated into the Works.

Warranties will be for a minimum of 12mths. The Client may instruct the Contractor to maintain the assets during the warranty period. This requirement will form part of the Task Order, and the Contractor will provide a separate price including labour and materials.

37. Lighting and Power for the Works

- a) An electricity service at the voltage stated below will be made available, free of charge, at fixed points on the site.
- b) The Contractor shall provide temporary electrical service extensions from the supply points and installations for the works.
- c) Electricity for all purposes will be provided free of charge, but strict economy must be exercised. Only compliant, and tested apparatus approved by the Client may be connected to the system, and the Contractor shall cease to use any apparatus when directed.
- d) Free Electrical heating and Small Power Services, of Contractor's offices stores and similar temporary accommodation will not be permitted without the prior approval of the Service Manager.
- e) The supply of electricity for the Contractor's tools and equipment shall be at 110 volts.

110 volts single phase for portable tools may be available in certain areas on the site and where available may be used. Where such supply is not available, the Contractor shall provide suitable step-down transformers and socket outlets to the satisfaction of the Client. The mid-point of the 110-volt system will be earthed at the point of supply. Double pole switching shall be used for apparatus connected to the 110-volt system.

- f) Temporary electrical services, installations and equipment shall comply with the following regulations: -
- i. The Health and Safety at Work Act with any subsequent amendments.
 - ii. The IET Regulations for Electrical Equipment of Buildings (Current Edition).
 - iii. STFC Safety Codes

No equipment or installation shall be put into service until it has been surveyed and tested by the Client and approved for use. Furthermore, the Client shall be empowered to have taken out of service any installation or equipment, which he considers, is in a faulty or dangerous condition, but this shall not absolve the Contractor from any of his responsibilities in connection with the equipment.

The final connection of all temporary installations to the site electrical distribution system shall be carried out by the Client's personnel.

- v. All hand lamps used by the Contractor shall be arranged for 110 volts working.
- vi. All portable electric tools used by the Contractor must be wound for 110 volts. Single phase, AC supply.
- vii. All heating appliances shall be approved by the Client before installation. Electric heaters with exposed elements will not be permitted in any circumstances.

38. Water for the Works

- a) A water service will be made available free of charge at fixed points on the site.
- b) The Contractor shall provide temporary water service extensions from the supply points and installations for the works.
- c) Water for all purposes will be provided free of charge, but strict economy must be exercised. Only approved apparatus may be connected to the system and the contractor shall cease to use any apparatus when directed.
- d) The Client's site rules for connection will be followed, including but not limited to flushing, chlorination and use of double check valve.

39. Insurances

The Contractor shall affect and maintain insurance in accordance with the Contract Agreement, provided by the Client.

Prior to the starting date of the works, and on each renewal of the insurance policy until the expiration of the Service Period, the Contractor is to submit to the Client for acceptance, certificates

stating that the required insurance policies are in force in the prescribed amounts. The certificates are to be signed by the Contractor's insurer or insurance broker.

If, without the approval of the Client, the Contractor fails to effect and maintain insurance he is required to effect and maintain under the Framework Agreement as described, or obtains a different policy of insurance, or fails to provide a copy of insurances or certificates in accordance with this paragraph, the Client may, but is not required to, effect and maintain appropriate insurance cover and deduct the cost of doing so from any payment due to the Contractor under the provisions of the Framework Agreement.

40. Expenses in Connection with Labour

The Contractor shall meet all expenses in connection with labour, including in particular but not limited to, national insurance, pensions and holidays, working rules, labour taxes and the like and any additional payments necessary to recruit and retain labour.

Trade custom and local practice shall be followed, and no inducement to change employment shall be offered to employees of any other firm employed at the Establishment.

41. Programme and Progress

The Contractor shall report monthly to the Service Manager on all matters concerning the planning, programming, costings, resources (both direct and subcontract labour) and progress of the Task Orders (including any shortages or delays of staff, labour, plant, materials or sub-contracts) and health and safety performance (RIDDOR, minor accidents and near misses) and stating the actions being taken, in a format provided by the Service Manager. Any action which may be taken by the Service Manager to assist the Contractor shall not relieve the Contractor of his responsibilities. The Contractor shall minute all monthly meetings.

The Contractor must include for the planning, programming, integration and coordination of works and progress of all sub-Contractors including mechanical and electrical services etc. and include specific provision in his monthly reports.

Where time allowed for the execution is stated on the Task Order, the commencement of the works by the Contractor shall be deemed to be his agreement with the general requirements of the Task Order.

Unless otherwise agreed, the Contractor must commence work on a Task Order within 2 weeks of it being received, subject to the necessary materials being available. The Contractor shall at all times try to minimise the actual and perceived total disruption time to the end user of work on site.

Where the Task Order requires method statements, risk assessments or permits to work to be submitted for approval by the Service Manager, they shall be submitted no later than 5 working days prior to the agreed date to commence the works. Works must not commence without the prior approval and acceptance by the Service Manager of the Contractor's proposals; where information

submitted is not acceptable or requires amendment, it is to be re-submitted and agreed with the Service Manager before commencing the works. Approval by the Service Manager shall not relieve the Contractor of his responsibilities under the Contract.

The Contractor must agree and give reasonable access to the Client, Service Manager and/or its agents to carry out audits and checks of the Contractor's records to verify compliant operations in relation to adherence to method statements.

The Service Manager may revise the time for the execution of the works if the Contractor notifies him in writing before commencing the works that the stated time on the Task Order appears unreasonable.

The Contractor is required to adhere to the strict timetable laid down in the Framework Agreement for the issue of Task Orders, Service Manager Instructions, completion and the agreement of Final Accounts. Please refer to Appendix D, PMO Process.

The Contractor will be required to prepare and submit a programme before starting the works. The programme will be in an approved form and will be expected to include planning and mobilising, details of design and production information, critical activities, earliest and latest start and finish dates, testing and commissioning etc. including the work of sub-Contractors.

The Service Manager for each individual Task Order will certify acceptance of work done. The Service Manager will confirm the completion of each individual Task Order, the date from which a maintenance period, of a minimum of 12 months, shall commence. Upon the completion of the maintenance period and the satisfactory completion of any defects or outstanding works, the Service Manager is to certify the completion of the Task Order.

The Contractor shall liaise with the Service Manager and keep the progressing of his orders for materials under weekly review. The Contractor shall notify the Service Manager immediately his review indicates that supplies may be delayed.

Assistance in progressing the supply of materials will not normally be provided by the Service Manager but any such assistance that is given shall not relieve the Contractor of his responsibilities.

The Service Manager will accept no responsibility for any delays to the work due to shortage of labour and/or materials. In the event that any such delays or shortages prevent the Contractor from carrying out a Task Order, the Service Manager will be entitled to arrange for that work to be carried out by others.

42. Working Hours and Overtime

Normal working hours for the purposes of the Framework Agreement shall be deemed 7.30am to 5.30pm Monday to Friday.

The following will be observed and shall be deemed to be outside normal working hours:

Eight Bank Holidays per annum

The sites are closed between Christmas and the New Year (including Bank Holidays as above) and the Client's privilege holidays (up to 3.5 per annum)

Working outside normal working hours will constitute Overtime Working as set out below:

a) Permitted Overtime

If the Contractor wishes to work overtime for reasons of his own, including recruitment or retention of labour or because of his own default, he shall obtain the Service Manager's permission in writing, but the extra cost of such permitted overtime will not be reimbursed by the Client.

b) Authorised Overtime

Without detriment to the Contractor's responsibility under the above paragraph, if in the opinion of the Service Manager, overtime working is necessary to modify Contract requirements, such overtime will be authorised by the Service Manager and ordered in writing and the nett cost of the non-productive element of such hours worked by manually employed operatives, shall be reimbursed in accordance with the Price List.

Record Sheets in respect of overtime and/or night work worked on the written instruction of the Service Manager shall be properly filled in, showing the names of the workpeople concerned, their trade, the hours worked and the rates of pay applicable and submitted weekly to the Service Manager.

43. Timekeeping Records

Where a Service Manager Instruction requires the value of the works to be determined by the means of a Compensation Event, the Contractor shall maintain and produce as required by the Service Manager, time keeping records appertaining to any employee engaged on the site for whom reimbursement is calculated on actual hours worked.

Record sheets for Compensation Events must be fully completed and submitted to the Service Manager as set out in paragraph 38. Failure to complete and submit record sheets in the prescribed manner may lead to their rejection.

Materials and plant supplied in association with record sheets must be fully priced and accompanied by appropriate invoices to verify charges.

44. Contractor's Compound

An area within the Establishment will be allocated free of charge to the Contractor for him to install temporary offices and welfare facilities, and for the storage of materials. The area shall be kept clean and tidy at all times and shall be used for the Client's business only.

The Contractor shall be responsible for providing any temporary buildings he requires. The Contractor shall ensure that any offices that he provides on site for his own use in managing the Contract have the required statutory permissions of the Local Authority. The Contractor shall pay Rates on his temporary structure as required by the Local Authority.

The Contractor shall ensure that adequate welfare facilities are provided for his workforce within his designated compound area, commensurate with his obligations as Principal Contractor under CDM 2018. These facilities shall be regularly serviced and maintained by the Contractor.

Notwithstanding the above, the Contractor will be permitted to use the Establishment's Toilets and Restaurant Facilities providing that these are respected and that muddy boots and overalls etc. are not worn. Any abuse of this privilege will lead to permission being withdrawn.

The Contractor may link his accommodation to the existing services on the site by agreement with the Service Manager. The Contractor shall pay any costs relating to extending the services to meet his accommodation including cleaning, rentals, utility costs, telephone, data, risk assessments, water and sewage connection charges, removals, and site reinstatement. The Contractor will be required to provide and install a meter. An electricity service for connection will be made available at a charge to the Contractor. The Contractor will be required to be accessible to the Service Manager via a mobile phone whilst operating within the confines of the Site.

The Contractor will be responsible for providing for his own use a suitable computer and e-mail facility on site. The system must be capable of receiving, printing and storing electronic data and be compatible with the following Client's systems:

- Microsoft Excel
- Microsoft Word
- Outlook
- MS Project
- AutoCAD

The Contractor will be required to liaise and co-operate with any other users of the compound.

At the conclusion of the Framework Agreement, the Contractor shall at his own cost remove his offices, plant, and leave the site in a clean and tidy condition.

45. Construction Areas

Wherever possible for each Task Order, the Contractor will be allocated a reasonable area to carry out his work. These areas will be deemed 'Construction Areas' and statutory rules and regulations which apply to the Construction Industry shall be adhered to.

For the duration of the Task Order, the Contractor shall provide and maintain temporary fencing or protection to the perimeter of each external designated construction area, unless specifically agreed

otherwise in writing by the Service Manager. The cost of such protection shall be deemed included in the Price List.

Since the supplies for mechanical and electrical services may originate from outside any construction area, the source of the supply must be identified and, in liaison with the appropriate approved person or engineer and following any 'permit to work' conditions, warning notices posted in both the construction area and at the source of the supply.

Provide and agree method statements as and when required by the Service Manager describing how and when the Contractor proposes to undertake the works on any Task Order including identifying working hazards, working at heights, shut down periods, interfaces with other Contractors/suppliers and any other issues that the Service Manager may nominate.

46. Emergency Call - Outs

The Contractor shall provide the facilities for 24 hour/7 days a week 'Call-out' of suitable labour for emergency works (e.g. leaking roofs, boarding up, flooding, etc). A response is required on site within a maximum of one hour of the call. The costs for Emergency Callouts will be recovered based on the value of the labour, plant and materials used. Labour will be paid for in accord with the 'All-in' rates included in the Price List. Payment for Emergency Call-outs will be made at intervals of not less than one month from the date of commencement of the works. The response team must include a competent agent to supervise the works.

47. Jobbing Works

In addition to Measured Works and Compensation Events, the works also provide for minor jobbing works. The precise nature of these works cannot be defined but, if instructed, may be executed by a mobile multi skilled operative. Labour will be paid for in accordance with the rate included in the Price List. Payment for jobbing works will be made at intervals of not less than one month from the date of commencement of the Works. Typical 'Jobbing Works tasks are set out in Appendix A.

It is envisaged that jobbing works would be instructed from the Clients help desk as a 'works bundle', which would be an efficient use of the operative.

48. Buildings in Occupation and Restrictions on Working

The majority of the works occur close to areas continuously occupied by the Client's staff. The Contractor shall ensure fire alarms and smoke heads, which may be affected by the works, are isolated and protected during the works. Areas that are controlled by the laboratories i.e. ISIS, RAL Space and CLF have their own access controls and safety procedures. The contractor will be provided training to request access but must ensure that only authorised personnel carry out works in these areas. The Contractor shall execute his works to cause the minimum nuisance and disruption to the work and operation of the site and to all persons occupying or using buildings or land. Means of access to adjacent occupied areas will be maintained at all times unless otherwise agreed. Means of escape shall not be impeded unless an approved alternative is agreed. All reasonable precautions

will be taken to prevent disruption to building occupants arising from noise, vibration, heat, dust, interference with natural ventilation and utility supplies. The Contractor may be required to liaise with building occupants to establish appropriate method statements that prevent such occurrences.

Existing mechanical and electrical services not affected by the works will be maintained in safe operation and any 'live' services passing through the working area are to be identified and securely isolated from outside the work area, or if this is not possible, all 'live' services are to be protected and provided with warning notices. In any event, method statements and risk assessments are to be prepared and submitted to the Service Manager. See Section 41 on approved person liaison and permit to work certification.

49. Suspension of Works

Site Regulations governing certain areas belonging to the Client require, from time to time, the suspension of all work in the area. When notice is given, all operatives will be required to report to a place to be designated by the Service Manager, and to remain there until ordered to resume work. Time necessarily lost there shall be reimbursed at the Framework rates for labour only; idle time for plant shall not be reimbursed.

50. Transport of Workpeople, Materials and Plant

The Contractor shall make his own arrangements for the transport of workpeople, materials and plant, both on and off the Site. The Contractor must advise the Gatehouse of all expected deliveries with a 'point of delivery' noted on all orders.

51. Use of Works for Temporary Storage

Parts of the works may be used by the Contractor for storage at the discretion of the Service Manager. Full details of the items to be stored, including COSHH statements, are to be provided to enable the Service Manager to give his approval. No part of the works shall be occupied by the Contractor after completion by the finishing trades. The Contractor shall be responsible for and shall make good at his own expense all damage arising from storage of materials.

52. Plant, Tools, and Equipment

The Contractor shall provide plant, tools and vehicles and everything necessary for the proper execution of the works. He shall move his plant, tools and vehicles to give freedom of movement to other Contractors or for other reasons whenever directed, including taking to and bringing from the Contractor's Construction Area as necessary.

Where works of a jobbing nature are executed under the provisions of the Framework Agreement, the cost of hiring vans, pickups etc., or the use of the Contractor's own vehicles for collecting or delivering materials will be deemed to be included in the Contractor's overhead cost recovery.

All tools shall comply with the Client's SHE Codes including full PAT testing and certification.

The Contractor shall provide and maintain on Site, CAT scan equipment suitable for checking for underground services. Prior to carrying out any excavations on site he shall obtain an Excavation Permit from the Service Manager and CAT scan the area to identify any existing services and provide written confirmation to the Service Manager that a scan has been done. Scanning work shall be done only by trained personnel who must attend whilst the excavations are in progress.

Task lighting must be provided as and when required and the Contractor must not rely on the permanent lighting systems being available at any time.

Vehicles, compressors and mobile generators shall be well maintained and shall not deposit oil on roads or hard standings. Refuelling activities shall avoid incidental spillage.

53. Contractors Vehicles

Any vehicles of the Contractor used within the Establishment shall be insured and operated as though they were on the highway and subject to the Road Traffic Acts. This is additional to any other insurance, which the Contractor deems necessary to cover his liabilities and responsibilities under the Contract. Attention is drawn to the fact that a Public Highway separates the main RAL site from some of the Client's other buildings. Drivers of such vehicles shall hold current driving licences. The Contractor shall ensure that his sub-Contractors observe this regulation.

Parking on site is restricted and the Contractor should minimise the number of vehicles attending the site.

No vehicles are to be left on site overnight.

54. Protection of Works from the Weather.

The Contractor shall protect the works from inclement weather as and where necessary.

55. Keeping Site and Works Clean, Secure and Management of Waste.

The Contractor shall keep the Site and works clean, tidy and secure at all times. Remove from Site all rubbish, surplus materials and debris arising from the works and leave the works perfectly clean internally and externally.

Dispose of non-hazardous material in a manner approved by the Waste Regulation Authority; dispose of hazardous material as directed by the Waste Regulation Authority and in accordance with relevant regulations. The Contractor will take all reasonable precautions to prevent accidental spillage and report any occurrence to the Service Manager immediately.

The Contractor (and his subcontractors) will assist the Service Manager in ensuring that the Client meets its responsibilities as waste holder under the "duty of care" regulations. The Contractor shall: inform the Service Manager of the nature of all wastes arising from the work and submit proposed disposal routes for each waste description to the Service Manager for acceptance; ensure that the

disposal of waste is carried out in compliance with accepted waste descriptions and disposal routes; ensure that the Service Manager receives copies of waste transfer notes, Waste Management Licences and Waste Carriers Licences relevant to the disposal operations and provide notification of disposal of any hazardous waste to the Environment Agency and provide a copy of the notification form to the Service Manager.

Provide resource management options for all waste to be generated including proposals for minimisation, re-use and re-cycling.

Use only appropriate licensed waste management Contractors; retain waste transfer documentation on Site for inspection by the Service Manager.

Where the Contractor is engaged on ISIS projects, working in other classified areas or working in radiation-controlled areas, the permission of the Client must be sought prior to the removal of any items, materials, or rubbish from site.

The Client is required by the Department for Business, Innovation and Skills (BIS) to provide quarterly reports on the waste removed from its site. To enable the Client to meet this requirement, where the Contract involves the Contractor removing the Client's waste from its site, the following information shall be supplied to the Service Manager:

Type of Waste; European Waste Catalogue (EWC) Code; Name of Waste Carrier; Carrier Licence Number; Name of Broker; Broker Licence Number; Name and Location of Treatment/Transfer Site; Treatment/Transfer Site Licence Number; weight in kilograms of each waste type removed from site and method of disposal.

A spreadsheet for the Contractor to complete and return to the Service Manager each quarter will be issued before construction work commences.

56. Environmental Responsibilities

Generally, protect all trees, shrubs and other flora near the works. The Contractor shall provide an environmental plan where and when required.

57. Vehicle Search

The Contractor should note that all persons and vehicles entering or leaving the Client's sites are liable to be searched.

58. Security Checks

It is a condition of appointment to this Framework Agreement that the Contractor employs on the Client's sites, only persons who have satisfactorily completed a DBS (Disclosure and Barring Service) application form and received a DBS Certificate, available on line from <https://www.gov.uk/government/organisations/disclosure-and-barring-service>.

The method the Client will use to monitor and audit this will be advised during the tender period or before mobilisation.

59. Site Induction

The contractor is responsible for ensuring all site operatives including sub-contractors are fully inducted into the site safety operations, management of contractors SHE code 15 appendix 3.

60. Site Access

The Contractor will be required to operate a card system, CSCS or similarly approved, to manage security of the works area, to ensure that the workforce is fully inducted and have the necessary skill levels to carry out the works.

61. Preparation of Final Accounts

On completion of any Task Order, the Contractor shall submit an application (final agreed account) as soon as possible but no later than 1 month from completion date. The measurement must be certified by the Contractor as 'final' and submitted to the Service Manager with all supporting documentation and information including accounts of any specialist sub-Contractors. On the submission of the 'final' account, no further additions to the measurements/account will be accepted without the permission of the Service Manager.

Where a final account is not submitted within this period, the Client may at its discretion instruct a third party to measure and value the work. If this is done, the measurement will be final without further discussion. The fees incurred by the Client in obtaining the valuation will be deducted from the payments due to the Contractor.

The Contractor shall produce all supporting information required and shall co-operate in the pricing of each account so that if practicable a firm price can be agreed before work upon the Task Order starts by producing a firm Price List with a list of exclusions, if any. All project, and account information will be managed within the CAFM/NEC system. No account will be made of any EWN, CE's, and Verbal instructions etc. that are outside of this system. No account will be made of any late EWN's, CE's sub-contractor's late invoices etc., after an application is made, or final account is submitted.

Subsequent Compensation Events and any work, which, was impracticable to include in the Price List, shall be measured and valued in accordance with Framework Conditions.

The Contractor shall within 7 working days submit for endorsement by the Service Manager all non-measurable labour returns for the foregoing week.

62. Drawings Prepared by the Contractor

Working, shop or fabrication drawings shall be supplied by the Contractor and his Sub-Contractors in accordance with the programme requirements, to allow considered examination thereof, re-submission if necessary, written approval and sufficient time for fabrication before the work is required on the Site.

Drawings generally shall be in accordance with BS EN ISO 4157 or equivalent as appropriate, issued in soft copy as PDF and DWG suitable for prints of the original size, legible to the unaided eye.

The Contractor shall submit one hard copy with soft copy for approval of both content and quality of drawings and shall submit further amended drawings as necessary. After approval, he shall provide one hard and one soft copy (PDF and DWG) of the approved drawings.

Approval by the Client shall not relieve the Contractor of his responsibilities.

All documentation is owned by the Client and must not be destroyed without prior permission and be readily available if so requested.

63. Contractor's Design

Where a Task Order states that the Contractor is required under the Contract to undertake, or complete the design of any part of the works, as 'Principle Designer', he shall as instructed by the Service Manager, submit to the Service Manager for approval two copies of a suitable drawing (as defined under paragraph 60), design document, or other suitable design information relating to that work, in the form and medium instructed by the Service Manager.

After approval, the Contractor shall provide one hard and one soft copy (PDF and DWG) of the approved drawings or other design documents as instructed by the Service Manager.

The Contractor shall not commence any work to which such drawing, design document or design information relates unless the Service Manager has approved the design, and the Contractor shall not alter that design without the further written approval of the Service Manager.

The approval of the Service Manager shall not relieve the Contractor of any liability, which he would otherwise have in respect of the design as set out below.

The Contractor's liability to the Client in respect of any defect, or insufficiency in any design undertaken by the Contractor himself or by means of any employee, agent, subcontractor or supplier shall be the same as would have applied to an architect or other appropriate professional designer who had held himself out as competent to take on work for such design and who had acted independently under a separate Contract with the Client and supplied such design for or in connection with, works to be carried out and completed by a Contractor not being the supplier of the design.

The Contractor's liability under this provision shall not be affected by any warranty that the Client may obtain from any subcontractor.

The Contractor warrants and shall procure that the Client shall have licence to copy and use all design drawings and documents for any purpose related to the works.

The cost of undertaking the design including copying charges and the like, and the cost of taking out and maintaining any Professional Indemnity insurance shall be included in the Price List.

The Contractor may be requested to novate an issued Design from the Client's agent i.e. Architect, structural engineer, in-house engineering team. The contractor is to accept/request further information or reject the design, within the conditions of the NEC form of contract and as administrated within CAFM/NEC.

64. Working Drawings

The working drawings will be issued to the Contractor progressively as the work proceeds, where such drawings are considered to be required by the Service Manager.

'Record' drawings are to be amended/annotated by the Contractor as appropriate and returned to the Service Manager and where no 'Record' drawings exist, the Contractor will furnish the Service Manager with copies of 'as-built' drawings all in both PDF and DWG formats.

65. Handover

The Contractor should refer to the Estates Sustainable Building, MEP and Fabric specification regarding commissioning, handover etc. The Contractor should note that projects would not be accepted as complete without the supporting 'as built drawings' in an agreed electronic format, warranties, guarantees, test certificate(s) and the like.

All test certificates and logbooks of Mechanical and/or Electrical installations must be presented, duly signed and completed on completion of the works on site and the 'as built drawings' within 14 days of completion of the works on site.

In the event that the Contractor fails to submit an appropriate test certificate, log book and/or 'as built drawings' within these periods, the Client reserves the right to commission others direct to carry out the testing including re-testing as necessary, and to produce 'as built drawings', and to deduct any costs however incurred from monies due to the Contractor.

Where the works specifically require the Contractor to prepare a full Building Manual, the cost of preparation shall be deemed included within the Price List. The required format as detailed in Appendix G and H.

The Contractor is to utilise the standard asset register template or similar system template, that captures assets that have been removed, and the new installed asset details. This asset data is to be provided electronically and within the hard copy manuals.

66. Customer Focus and Innovation

When carrying out the services, the Contractor shall be required to integrate customer focus principles as set out in the PMO processes and should operate continuous support training. In this connection, the principal “customers” are the Client’s Representative.

The Contractor is encouraged to support the Framework Agreement by suggesting innovative ways of improving the delivery of works, quality, customer satisfaction, process and ‘Value for Money’.

Key Performance Indicators

The Contractor is required to:

- When requested by the Client, manage and validate the Contractors self-assessment of performance to KPI,
- Implement and run a Key Performance Indicator (KPI) data recording system covering the Contractor’s deliverables in accordance with Appendix I.

67. Review Meetings

The Contractor shall adhere to conditions set out in the Framework Information.

68. Progress Reports

The Contractor shall adhere to the conditions set out in Management Information, Benchmarking and NEC agreement.

Administrative Support Duties

The Contractor shall provide any advice or assistance reasonably required by the Client in carrying out its Construction Minor Works function. Such advice or assistance shall either be given or confirmed in writing or by attendance at meetings arranged by the Client.

The Contractor shall respond promptly to any such requests for advice or assistance from the Client, and shall, in addition, provide key personnel with mobile phones or other means of communication to ensure they are contactable at all reasonable times.

69. Site Diaries

The Contractor shall ensure that site diaries are maintained.

All site visits by contractors or sub-contractors, the Client and others shall be recorded in the diary in summary form, in date order, stating the date, reason for visit, person's name, company represented, and work undertaken.

70. Key Performance Indicators

a. Purpose

The purpose of this Schedule is to outline the Client's proposal for the utilisation of Key Performance Indicators (KPIs) in the Framework Agreement. The 'Essence' of the KPI measurement is that both parties work at delivering appropriate service levels. Under this Framework Agreement the contractor is to suggest best practice, through innovation, Health and Safety, construction techniques, procurement, project management, and customer satisfaction.

The KPIs will be reported separately for each individual section within the Framework Agreement.

It is the responsibility of the Contractor to submit KPI results for the Framework Agreement to the Client's Representative in line with this schedule, the Management Information, Benchmarking and NEC Agreement requirements.

b. Key Objectives

The Framework Agreement KPIs are as identified in Annex I. They are designed to ensure that the Contractor is complying with the terms of the Framework Agreement, and that there is an adequate performance by the Contractor throughout the duration of the Framework Agreement.

The Contractors 'Performance Exposed % Fee' per project is 5% of the monthly application account for the reporting period. The objective is for the Contractor to have a key focus on:

- Health and Safety.
- Stakeholder Engagement and Management.
- Quality and Client Satisfaction.
- Construction time and Cost.
- Continuous Improvement.

The KPIs stated may be altered, added to or removed entirely, throughout the duration of the Framework Agreement and will be subject to reviews.

The Contractor's KPIs must exceed the action level stated.

c. Frequency of reporting

The frequency of reporting is detailed in Annex I, Schedule of KPIs however this is subject to change throughout the term of the Framework Agreement.

d. KPI Reported Status

Each KPI will be given a colour status depending on the target and action level as stated.

- Target met = **Green**
- Target not met, but exceeded action level = **Amber**
- Target not met, below action level = **Red**

Each KPI is individually weighted, as detailed in Annex I.

In each reporting period the Contractor will be expected to achieve a total weighted KPI score of 90% or greater.

e. Individual KPI Performance Failure

In the event that the Contractor fails to exceed the action level stated for a KPI, the Contractor shall submit an Exceptions Report and Action Plan to the Client for consideration.

The timescales for the submission of an Exceptions Report and Action Plan is 1 week.

The Exceptions Report shall document the factors that lead to the KPI failure.

The Action Plan shall indicate the remedial measures, which will be taken to improve performance.

f. Persistent overall KPI Performance Failure

In order to avoid repeat failures in overall Framework performance of the Framework KPIs, an escalation procedure **may be applied** as follows:

- Reporting Period one (1) – total grouped KPI period score 75% or less: **No % fee paid**
- Reporting Period two (2) – continuous total grouped KPI period score 75% or less: **No % fee paid, and written warning issued.**
- Reporting Period three (3) - continuous total grouped KPI period score 75% or less: **No % fee paid, and Client is entitled to issue notice of termination.**

The Contract Assessment Summary (CAS) total is calculated as follows:

From a Score Card:

Excellent	4
Good	3
Acceptable	2
Poor	1
Very Poor	0

Example Weighted Average with %

Grade %	Weight %
---------	----------

80 %	40
70 %	30
40 %	30

Convert to Decimals:

$$(0.8 \times 0.4) + (0.7 \times 0.30) + (0.4 \times 0.3) = 0.32 + 0.21 + 0.12 = 0.65$$

Average % with weighting $0.65 \times 100 = 65\%$

The percentage of profit payable shall be dependent on the performance of the Contractor against the total KPI scores. These indicative targets are shown below:

Total Grouped KPI Score	Profit Payable
75% or less	No % fee payable
80% or less	20% of % fee payable
80.1% - 84.9%	50% of % fee payable
85% - 89.9%	80% of profit payable
90% - 100%	100% of profit payable

Fig 1.

g. Critical KPI alert

- Not all KPIs will have a 'critical level' applied.
- In the event that a KPI fails to exceed the critical level stated, the Client may:
 - Insist on immediate action to be taken to rectify the critical failure within one (1) working week; or
 - Issue a notice of termination.

Annex I – Schedule of KPIs

Please note this list is subject to change throughout the duration of the Framework Agreement, any amendment will be agreed between the Client and the Contractor.

STFC Reporting Requirements			Reporting Requirement			Target Level	Action Level	Critical Level	Weight applied
Area	Description	Purpose	Responsible	Frequency	Source				
1. Invoicing Accuracy	% of invoices submitted for payment that do not meet the requirements detailed in Call off, Price list, Task order detail etc.	To ensure that all invoices submitted for payment are in line with the requirements and therefore paid promptly.	Contractor's Representative	Every month	PMO KPI Scorecard	95%	90%	75%	30%
2. Terms and Conditions	Adherence to all Contract Terms and Conditions. 0 - 4 Score	To ensure that the Contractor is adhering to the Terms and Conditions set.	Client's Representative	Every month	Contractors Report	3	2	1	N/A
3. Compliance – Information Requests	% of information requests, quotes, Order of cost etc responded to within the agreed timescales.	To ensure that all responses are received by the relevant named individual in accordance with the mandatory contractual arrangements or agreed timescales.	Contractor's Representative	Every month	PMO KPI Scorecard	95%	90%	80%	30%

4.Compliance – Cost Certainty	Adherence to the costs submitted and agreed within the Contract, Task order etc.	To ensure that all work is completed in line with the agreed costs provided, including any agreed changes to costs.	Contractor's Representative	Every month	PMO KPI Scorecard	95%	90%	80%	30%
5.Performance – Complaints	% of complaints raised by the Customer that remain unresolved, not including those relating to time or costs.	To ensure that all complaints are monitored and actioned as appropriate.	Contractor's Representative	Every month	PMO KPI Scorecard	95%	90%	N/A	10%
6.Health and Safety	Number of RIDDOR occurrences (reportable and non-reportable).	To ensure the adherence to all Health and Safety regulations and policies.	Contractor's Representative	Every month	KPI Scorecard	3	1	N/A	N/A

The Contract Assessment Summary (CAS) total is calculated as follows:

KPI 1. 95% Score 30% Weighting – $0.95 \times 0.30 = 0.285$

KPI 2. Scorecard

KPI 3. 95% Score 30% Weighting – $0.95 \times 0.30 = 0.285$

KPI 4. 95% Score 30% Weighting – $0.95 \times 0.30 = 0.285$

KPI 5. 95% Score 10% Weighting – $0.95 \times 0.30 = 0.095$

KPI 6. Scorecard.

Total $0.95 \times 100 = 95\%$ compliance score.

79. Generally

When applicable there may be a requirement for the Contractors to meet at least Quarterly to discuss Best Practice around the provision of the Services. The forum should aim to share initiatives and specific successes. For avoidance of doubt, it will be the responsibility of the Client to provide a suitable venue.

As the Framework Agreement operates under NEC4 TSC, and promotes innovation, the Client reserves the right to share proposals for Incentivisation Scheme with other Contractors providing Services to the Client. Any innovation suggested by either party during the Framework Agreement period to improve service, reduce cost, and improve quality and customer experience will be presented at the monthly review meetings and reviewed.

80. Records

The Contractor shall keep a record of all Task Orders issued to him with services paid to date for each Task Order and an estimate of the cost to complete each Task Order. The record shall be updated on a monthly basis and issued to the Service Manager.

81. Capturing Asset Information.

Whenever a new asset has been installed or an existing asset upgraded, under a Term Service Contract Task Order, the details should be passed to the Client's helpdesk to update the asset information on the Client's CAFM system. The contractor is to follow the PMO process, and utilise the format, capture sheets and barcodes (issued by the Client). The asset data is to be either captured on the approved template or using the clients mobile App.

If the new equipment is a replacement, the old equipment will also need to be removed and disposed off-site, and the asset register on the CAFM system updated accordingly to 'Disposed' or the status of the asset changed on the system (i.e. out-of-service/decommissioned), where assets are agreed as remaining on site. The new equipment should be allocated a new barcode and registered on the asset register on the CAFM system.

When there is a new building or an extension to an existing building, the assets for the building/extension will need to be placed on the system and will need to be treated as a new asset and allocated a barcode and recorded on the asset register of the CAFM system.

The relevant SFG20 maintenance code should also be submitted for each asset as soon as possible along with any warranty information to enable the Client to manage issues/maintenance during the warranty period.

Assets are to include all electrical and mechanical plant, building fabric and other such items held on the Client CAFM system. Full details available on request.

82. Audits and Spot Checks.

The Client may carry out periodic audits of the aforementioned quality assurance systems at approximate intervals of three (3) Months and may carry out other periodic monitoring, spot checks and auditing of the Contractors quality systems. The Contractor shall ensure that the Client shall have a like right in respect of any relevant Sub-Consultants. The Contractor shall co-operate and shall ensure that any relevant Sub-Contractor co-operate with the Client including providing it with all information and documentation which it reasonably requires in connection with its right under this clause

The Client may also utilise an independent Audit Consultant, who is responsible to the Client. The Contractor will be responsible for liaison with the Audit Consultant and for implementing points arising from the audits.

Prior to the Monthly Review and Governance meeting, the service manager will select at their discretion, 3 projects to review the compliance to KPI's, quality, progress, and value for money, Health and Safety etc. The Contractor will be given one weeks' notice prior to the review meeting to prepare evidence such as programmes, Health and Safety files, account information etc.

83. Appendices

Appendix A: Examples of possible works that may be carried out under the Framework Agreement.

Appendix B: List of Sub-Contractors

Appendix C: SHE Booklet, RAL Safety Information and Instructions for Contractors and Safety Information for Contractors Working at Rutherford Appleton Laboratory, Chilbolton Observatory and The Cosener's House Sites.

Appendix D: Project Management Office Processes

Appendix E: <https://staff.she.stfc.ac.uk/Pages/Codes.aspx> (SHE codes)

Appendix F: Schedule of Rates

Appendix G: Standard MEP Specification.

Appendix H: Sustainable Building and Standard Fabric Specification.