

CON15002

TENDER DOCUMENT



**Term Service Contract for the period expiring
31st December 2017**
(with options until 31st December 2019)

for

**Minor Building, Mechanical and Electrical Works not
exceeding £50,000 per project**

at the

**Rutherford Appleton Laboratory
and associated sites**

01 October 2015

GENERAL

1. INTRODUCTION

The Science and Technology Facilities Council, STFC, hereinafter referred to as “the Employer,” invites you to submit a tender for the execution of a Term Service Contract to provide minor Building, Mechanical and Electrical works up to £50,000 excluding VAT, in accordance with the terms and conditions specified.

2. CONTACTS

The Employer’s representative for the Framework will be:-

Mr Paul Prince
Asset Development Manager (Southern)
Rutherford Appleton Laboratory
Harwell Oxford
Didcot
Oxfordshire OX11 0QX

Tel: 01235 445324

or such other person as may be appointed by the Employer from time to time.
Any queries relating to the tender process are to be raised using the Message facility within the Emptoris e-procurement RFx tool. The manager of this e-procurement is:

Mr Steve Parsons
Acting Head of Procurement, Construction & FM
UK SBS

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

3. OPEN DAY/SITE VISIT

The details of a Contractors’ site visit are to be confirmed. Further information will follow via Emptoris in due course. We regret that no more than 3 people can attend per company.

4. NATURE OF THE WORKS

- a) The work covers 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. The scope of the works will be variable but typical examples of the likely work content, based upon past contracts, is set out in Appendix A.
- b) The Employer wishes to appoint one Contractor for an initial period of two years until 31 December 2017 with up to two possible one year extensions.
- c) The forecast spend under this Contract is estimated at between £1.5 million and £3 million over a 2 year period (with up to two possible one year extensions which could increase the value nearer to £6 million).
- d) Notwithstanding the expenditure limit the Employer 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 Contract.

e) Whilst there is no guarantee as to the level of expenditure over any given period, historically the Employer has expended the following approximate amounts over the last four year period at the Rutherford Appleton Laboratory site on similar works (figures exclude VAT):

Year	Total	Number of individual orders placed per order value				
		Up to £1,000	£1,001- £5,000	£5,001- £10,000	£10,001- £25,000	£25,001- £50,000
2014	£1.9m	256	161	43	29	15
2013	£1.3m	229	100	39	21	12
2012	£1.7m	236	151	31	23	17
2011	£2.1m	294	165	45	38	17

f) TUPE may apply to this Contract. When submitting your tender, please provide a proposal detailing your Company's approach to any TUPE transfer that might be required. This should include whether your company would seek recompense for any HR costs and expense arising from the transfer or any subsequent delivery restructure on cost per person basis. We require a cost line with a breakdown of how such cost has been calculated. The costs are to be kept separate and are not to be included in the rates in your Price List.

5. ABBREVIATIONS AND DEFINITIONS

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

STFC ('Employer')	The Science and Technology Facilities Council
Service Manager	Person or persons appointed by the Employer to carry out the duties and exercise the powers which he has under the 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.
BS. EN.	British Standard European Norm
Approved, Directed or Selected	Approved, directed or selected by the Employer before the work is put in hand.
Remove to Store	Remove to a place of storage on the site to be indicated by the Employer.
RPS	Radiation Protection Supervisor
Local Authority	Vale of the White Horse and South Oxfordshire District Council for Rutherford Appleton Laboratory.

SERVICE INFORMATION

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 Contract which

is fully described in the documents included in the attachments section within the eSourcing tool.

The Contractor should note that other works at the Establishment may be executed concurrently with this Contract. No undertaking is given that all construction, alterations or maintenance works will be allocated under this Contract, and the Council reserves at all times the right to make other arrangements. Nothing in the Contract shall be held to imply that the Employer will make available during the currency of the Contract a continuity of work for a particular trade or number of trades, but they will endeavour to arrange Task Orders so as to provide the maximum continuity of work commensurate with the operational requirements of the Establishment.

7. POSITION OF SITE

The works, 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. CONTRACT

- a) The Contract is for a NEC3 Term Service Contract, Option A, April 2013 (see Contract Data Part 1).
- b) Separate Task Orders will be raised to cover individual works with estimated values not normally greater than £50,000 exclusive of VAT.
- c) Task Orders are to be valued by means of the following schedule of rates (which are collectively referred to as 'The Schedule of Rates' in this tender document);

The PSA Schedule of Rates for Building Works 2009 (10th edition)
The PSA Schedule of Rates for Mechanical Services 2011 (6th edition)
The PSA Schedule of Rates for Electrical Services 2011 (6th edition)

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 PSA Schedule of Rates and will be subject to the percentage adjustment as set out in the Price List – Measured Work and Compensation Events.

- d) It is envisaged that generally a monthly consolidated application and invoice will be submitted by the Contractor. The method to be used will be advised by the Employer during mobilisation.
- e) The Contractor shall comply with all prevailing legislation whilst carrying out works for the Employer.
- f) 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.
- g) All rates shall be firm for the first two years of the Contract. After this date, and should the Employer extend the Contract as an option for the third and fourth years, any rates which may be uplifted (see Price List) may be adjusted each year on an annual basis in accordance with the BCIS MTC Updating Percentage. The base date for the indices will be 10 days before tender return date. The procedure will be as follows: if the Contract is extended, the Contractor may submit to the Employer 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 Contract 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 Mechanical and Electrical services will generally be as the following specifications:

Defence Estates MOD Specification 034 - Electrical Installations

Defence Estates MOD Specification 036 - Heating, hot and cold water, steam and gas installations for buildings

Defence Estates MOD Specification 037 – Air Conditioning, air cooling and mechanical ventilation for buildings

Building works specification and detail drawings are to be issued with the Task Order

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 Contract is for measured work. The work is measured against a PSA 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 sections M52 and M60 of 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 PSA 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 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 to be 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. INSTRUCTIONS TO START WORK

Work required to be executed under the Contract 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 Contract, to which all conditions of the Contract shall apply as for a single works.

13. EMPLOYER RESERVATIONS

The Employer 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.

14. 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 required on the Building Inspector and any other liaison required.

15. SITE REGULATIONS

The Contractor, his sub-contractors and their respective employees shall, in relation to work to be performed within the boundaries of the Site or Establishment of the Employer 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.

16. 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 (eg 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 days' notice for any special access requirements (eg substations, plant rooms, locked rooms, limited access rooms etc).

17. 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.

18. 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 workmen 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. He shall permit advertisements to be displayed by any person so authorised by the Service Manager.

19. USE OF ROADS AND PAVED AREAS

The Contractor will be permitted to use such roads and paved areas as are authorised by the Employer. He shall keep them thoroughly clean and limit the weight and class of vehicles as directed. He will be held responsible for all damage, including damage by subcontractors and suppliers, which, in the opinion of the Employer, is occasioned by non-compliance with the Employer'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.

20. 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 Employer'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 Employer'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 shall ensure that his operatives, including those of his sub-contractors, comply at all times with the safety measures required by the Employer's Safety, Health and Environment Codes. The majority of the Employer's SHE Codes 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 Employer'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 Contract.

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 D entitled “Notes for Contractors Required to work in Controlled areas at the Rutherford Appleton Laboratory” 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 the purpose of 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 his nominated 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.

21. CDM REGULATIONS

The Contractor will be 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 Contract.

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 Employer. There may be instances where the Contractor is also the Principal Designer.

22. DANGEROUS TOOLS AND METHODS

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

23. 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.

24. ASBESTOS

Asbestos is known to exist on site. An asbestos register is maintained by the Employer and will be made available to the Contractor. The general dismantling and removal of ‘Asbestos materials’ from site is subject to works by Direct Contractors appointed by the Employer. See the Employer’s SHE Code No 35 on Asbestos Management. The Contractor is prohibited from bringing any asbestos containing material on site.

25. 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 Contract

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 non-working foremen and who shall be named in the Tender.

The Contractor shall employ sufficient support staff to enable him to operate the Contract 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 Employer shall have full power to require the Contractor to cease to employ on site any person in his employ whom the Employer (whose decision shall be final and conclusive) may consider to be 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.

26. SPECIALIST SUB-CONTRACTORS AND SUPPLIERS

Work to be supplied and fixed by specialist sub-contractors, work the subject of a Direct Contract between a specialist and the Employer and materials to be supplied to the Contractor by specialist suppliers, shall 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, and 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.

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 hardstandings, 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.

27. TENDERS FOR SPECIALIST SUB-CONTRACTORS

The Contractor shall be responsible for the placing of Sub-contracts, payments to and agreement of Sub-Contract Conditions with Sub-Contractors and for all matters arising therefrom.

28. USE OF SUB-CONTRACTORS

The Contractor, with prior approval from the Employer, 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 subcontractor 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.

29. DIRECT CONTRACTORS

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

- 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

30. MATERIALS PROVIDED BY THE EMPLOYER

The Employer reserves the right to supply 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 Employer'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 Employer. 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 Employer. The Contractor shall record and submit on request to the Service Manager details of the allocation or use of such materials provided by the Employer.

31. ARTICLES AND MATERIALS

- a) 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.

- b) The 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 the purpose of 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 Employer.

32. QUALITY

- a) The Contractor shall execute the works in accordance with the Contract; with diligence; in accordance with the programme; with all reasonable skill and care and in a workmanlike 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 Employer by means of a statement by or on behalf of the Employer 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.

33. 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 apparatus approved by the Employer may be connected to the system and the Contractor shall cease to use any apparatus when directed. Electrical heating of Contractor's offices stores and similar temporary accommodation will not be permitted without the prior approval of the Service Manager.
- d) 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 Employer. The mid-point of the 110 volt system will be solidly earthed at the point of supply. Double pole switching shall be used for apparatus connected to the 110 volt system.
- e) 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.

iv. The Contractor shall be responsible for providing and maintaining the whole of his installation on the load side of the point of supply, and in relation thereto shall take all reasonable precautions to ensure the safety of every person on the site.

No equipment or installation shall be put into service until it has been surveyed and tested by the Employer and approved for use. Furthermore, the Employer 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 Employer's personnel.

v. All hand lamps used by the Contractor shall be arranged for 110 volt 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 Employer before installation. Electric heaters with exposed elements will not be permitted in any circumstances.

34. 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 Employer's site rules for connection will be followed, including but not limited to flushing, chlorination and use of double check valve.

35. INSURANCES

The Contractor shall effect and maintain insurance in accordance with the Contract Data Part One, Data provided by the Employer.

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 Employer 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 Employer, the Contractor fails to effect and maintain insurance he is required to effect and maintain under the Contract 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 Employer 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 Contract.

36. 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.

37. 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 Employer, 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 Contract for the issue of Task Orders, Service Manager Instructions, completion and the agreement of Final Accounts. Please refer to Appendix I, Task Order Flow Chart.

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.

Acceptance of work done will be certified by the Service Manager for each individual Task Order. 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 make arrangements for that work to be carried out by others.

38. WORKING HOURS AND OVERTIME

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

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

8 Bank Holidays per annum

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

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

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 Employer.

Authorised Overtime

Without prejudice 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.

39. 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.

40. 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 Employer'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 2015. 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. He shall pay any costs relating to extending the services to meet his accommodation. The Contractor will be required to provide and install a meter. An electricity service for connection will be made available free of charge. 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 Employer'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 Contract, the Contractor shall at his own cost remove his offices and plant and leave the site in a clean and tidy condition.

41. CONSTRUCTION AREAS

Wherever possible for each Task Order, the Contractor will be allocated a reasonable area so as 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 to be 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.

42. EMERGENCY CALL-OUTS

The Contractor shall provide the facilities for a 24 hour/7 days a week 'Call-out' of suitable labour for emergency works (eg leaking roofs, boarding up, flooding, footpath salting, snow clearance etc). A response is required on site within a maximum of one hour of the call. The costs for Emergency Call-outs will be recovered on the basis of 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.

43. JOBGING WORKS/HANDYMAN

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 dedicated full time site operative. Labour will be paid for in accordance with the weekly 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/Handyman' tasks are set out in Appendix G.

Where under the Contract the Employer elects to commission the services of a Handyman, the Contractor will provide a suitably skilled craftsman to perform the jobbing works.

The Handyman would be acting under the instructions of the Service Manager under the supervision of the Contractor's site management team.

44. BUILDINGS IN OCCUPATION AND RESTRICTIONS ON WORKING

The majority of the works occur close to areas continuously occupied by the Employer'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. The Contractor shall execute his works so as 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.

45. SUSPENSION OF THE WORKS

Site Regulations governing certain areas belonging to the Employer 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 Contract rates for labour only; idle time for plant shall not be reimbursed.

46. ACCOMMODATION FOR LABOUR

The Contractor shall not use, or allow to be used by his workforce or sub-contractors, any part of the site for residential accommodation.

47. 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.

48. 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.

49. PLANT, TOOLS AND VEHICLES

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 Contract, the cost of hiring vans, pick ups 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 the Employer'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 be in attendance 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.

50. CONTRACTOR'S 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 Employer'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.

51. PROTECTION FROM WEATHER

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

52. DRYING OUT THE WORKS

The Contractor shall provide dehumidifiers and portable heaters, including fuel protection and move from time to time as directed to dry out the works.

53. KEEPING SITE AND WORKS CLEAN AND 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 Employer 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 Employer must be sought prior to the removal of any items, materials, or rubbish from site.

The Employer 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 Employer to meet this requirement, where the Contract involves the Contractor removing the Employer'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.

54. ENVIRONMENTAL RESPONSIBILITIES

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

55. CIVIL POLICE AND CIVIL NUCLEAR POLICE REGULATIONS

For the avoidance of doubt, the Contractor shall comply with any Civil Police and Civil Nuclear Police Regulations affecting the works.

56. VEHICLE SEARCH

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

57. SECURITY CHECKS

It is a condition of appointment to this Term Service Contract that the Contractor employs on the Employer'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 Employer will use to monitor and audit this will be advised during the tender period or before mobilisation.

58. 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.

59. PREPARATION OF ORDER FINAL ACCOUNTS

On completion of any Task Order the Contractor shall submit a measurement as soon as possible but no later than 2 months from completion date. In January, February and March, this time period shall be reduced to 1 month. 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' measurement, no further additions to the measurements will be accepted without the permission of the Service Manager.

Where a final account is not submitted within this period, the Employer 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 Employer 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.

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

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

60. 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 1 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 1 hard and 1 soft copy (PDF and DWG) of the approved drawings.

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

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

61. 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, 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 1 hard and 1 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 design has been approved by the Service Manager, 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 Employer 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 Employer 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 Employer may obtain from any subcontractor.

The Contractor warrants and shall procure that the Employer 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.

62. 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.

63. HANDOVER

The Contractor should note that projects will 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 log books 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 Employer 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 to be included within the Price List. The required format is detailed in

Appendix E.

64. AUDITS

The Contractor shall allow full access to his premises to enable the Employer to carry out audits on matters relating to the Contract.

65. 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.

66. CAPTURE OF 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 Employer's helpdesk to update the asset information on the Employer's Pirana system. If the new equipment is a replacement, the old equipment will also need to be removed and disposed off-site, or the status of the asset changed on the system (i.e. out-of-service/decommissioned), where assets are agreed as remaining on site.

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 as soon as possible along with any warranty information to enable the Employer 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 Employer's Pirana system. Full details available on request.

APPENDICES

- Appendix A: Examples of possible works that may be carried out under the Contract.
- Appendix B: Standard Fire Precautions for Works Projects and Contractors
- Appendix C: 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: Notes for Contractors Required to Work in Controlled Areas at the Rutherford Appleton Laboratory
- Appendix E: Required Format for Building Manuals
- Appendix F: Supplementary Schedule of Rates
- Appendix G: Typical jobbing works/handyman tasks
- Appendix H: Not used
- Appendix I: Task Order Flow Charts (for Minor Works £0-£10k and for Minor Works £10k-£50k)

PRICE LIST

MEASURED WORK AND COMPENSATION EVENTS

For work at the Establishment individual Task Orders estimated to cost in the region of no more than £50,000 + VAT.

A. MEASURED WORK FOR TASK ORDERS

The Tenderer is requested to insert in the schedule below the percentage adjustments to the PSA Schedule of Rates he requires. Item a) refers to the published rates; Item b) refers to the Value of individual orders; Item c) refers to the works carried out to or within the Conference Centre (The Cosener's House) at Abingdon and Item d) refers to work carried out to or within the Chilbolton Observatory in Hampshire.

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

Measured Work: Building Works	Add%	Deduct %
a) (i) The Contractor's RATE related percentage adjustments shall be: (ii) The Contractor's RATE related percentage for Sections M52 and M60 (Painting and Decorating) shall be: b) The Contractor's VALUE related percentage adjustments (inclusive of Sections M52 and M60) shall be: (i) Does not exceed £1,000 (applies where order was estimated greater than £1,000 but actually measured less than £1,000) (ii) £1,000 - £10,000 (iii) Order Exceeds £10,000		
The Contractor's SITE related percentage adjustments shall be: c) Conference Centre (The Cosener's House) d) Chilbolton Observatory CALCULATED AS AN ADDITION TO :- a) and/or (b) above		

Measured Work: Electrical Services	Add%	Deduct %
a) The Contractor's RATE related percentage adjustments shall be: i) For work covered by Rate A ii) For work covered by Rate B iii) For work covered by Rate C b) The Contractor's VALUE related percentage adjustments shall be: i) Does not exceed £1,000 (applies where order was estimated greater than £1,000 but actually measured less than £1,000) ii) £1,000 - £10,000 iii) Order Exceeds £10,000		

The Contractor's SITE related percentage adjustments shall be: c) Conference Centre (TCH) d) Chilbolton Observatory CALCULATED AS AN ADDITION TO :- a) and/or (b) above		
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Measured Work: Mechanical Services	Add%	Deduct %
a) The Contractor's RATE related percentage adjustments shall be: i) For work covered by Rate A ii) For work covered by Rate B iii) For work covered by Rate C b) The Contractor's VALUE related percentage adjustments shall be: i) Does not exceed £1,000 (applies where Order was estimated greater than £1,000 but actually measured less than £1,000) ii) £1,000 - £10,000 iii) Order Exceeds £10,000		
The Contractor's SITE related percentage adjustments shall be: c) Conference Centre (The Cosener's House) d) Chilbolton Observatory CALCULATED AS AN ADDITION TO :- a) and/or (b) above		

*

Insert value in either add or deduct column

*Note:

1. The Contractors RATE adjustment will be applied to all measured works; the percentage remains firm for the duration of the Contract and may be reviewed if optional years +1+1 are invoked and in accordance with the BCIS MTC Updating Percentage. The Contractor's VALUE related adjustment will be applied to the appropriate banding; the percentage remains firm for the duration of the Contract and is not subject to an uplift if optional years +1+1 are invoked.
2. The Contractor's SITE related adjustment depends upon the location of the works; the percentage remains firm for the duration of the Contract and is not subject to an uplift if optional years +1+1 are invoked.
3. All prices exclude VAT
4. Where lump-sum quotations are submitted, all appropriate percentage adjustments must be identified in accordance with the schedule above.

Overtime Working involved for work valued as Measured Work

The Tenderer shall insert below the additional (extra over) percentage required for carrying out Measured Work during Overtime which has been duly authorised by the Service Manager additional to normal stated hours. The percentage adjustment remains firm for the duration of the Contract and is not subject to an uplift if optional years +1+1 are invoked,

<u>Measured Work for Building Works</u>	Overtime – Percentage adjustment for Measured Work		
E.O. Contractor's RATE:	Mon/Friday Add %	Saturdays Add %	Sundays Add %
i) All trades			

<u>Measured Work for Electrical Services</u>	Overtime – Percentage adjustment for Measured Work		
E.O. Contractor's RATE:	Mon/Friday Add %	Saturdays Add %	Sundays Add %
i) For work covered by Rate B			
ii) For work covered by Rate C			

<u>Measured Work for Mechanical Services</u>	Overtime – Percentage adjustment for Measured Work		
E.O. Contractor's RATE:	Mon/Friday Add %	Saturdays Add %	Sundays Add %
i) For work covered by Rate B			
ii) For work covered by Rate C			

Note: The Contractor's VALUE and SITE related percentage adjustments where applicable, will be applied to the compounded Contractor's RATE, inclusive of the Overtime Adjustment.

B. RATES FOR THE VALUATION OF COMPENSATION EVENTS

(a) Labour

The Rates inserted below will be deemed to be 'All Inclusive Rates' as defined by the RICS, Definition of Prime Cost of Daywork Carried Out Under a Building Contract, Third Edition, June 2007, Option B. These rates include the rates of wages paid and profit, establishment charges, supervision, liabilities as employer, insurances and the use of all tools, lifting tackle, scaffolding, etc. and all other expenses whatsoever. The time of principals, foreman, gangers, leading hands and similar categories are only admissible when working manually and will be paid for at the appropriate Craftsman or Labourers rate. The hourly rates shall remain firm for the duration of the Contract and may be reviewed if optional years +1+1 are invoked and in accordance with the BCIS MTC Updating Percentage.

TRADE	ALL-IN Rates per Hour			
	Mon/Fri Normal Time (£)	Mon/Fri Overtime (£)	Saturdays (£)	Sundays & Bank Holidays (£)
For Building Works:				
Craftsman				
Handyman				
Labourer				
For Electrical Services:				
Technical/Chargehand				
Approved Electrician with Special Skills				
Approved Electrician				
Senior Apprentice				
Junior Apprentice				
Electrical Labourer				
For Mechanical Services				
Technical Plumber				
Advanced Plumber				
Trained Plumber				
Apprentice Plumber- years 1-4				
H&V Senior Craftsman				
H&V Craftsman				
H&V Mate				
H&V Operative/installer				
H&V Adult Trainee				
Other Specify*				
Other Specify*				

b) Materials

The net cost of materials supplied and used in Compensation Events (after deducting all trade, cash and other discounts) shall be reimbursed to the Contractor with the addition of * _____ % to cover incidental costs, overheads, profit and delivery to the location of the works and all other expenses. For the purposes of this definition, delivery shall be deemed to include the use of, or hire of, vans, pick-ups and the like for bringing materials on to site and for distributing around site.

c) Plant

Mechanically operated plant provided and used in Compensation Events shall be reimbursed to the Contractor at the rates contained in the 'BCIS Schedule of Basic Plant Charges - 2010' published by the Royal Institution of Chartered Surveyors and locally current at the date of execution of the work with the #addition/reduction of * _____ % to cover incidental costs, overheads, profit and all other expenses as defined in the RICS Definition of Daywork.

The percentages for materials and plant remain firm for the duration of the Contract and are not subject to an uplift if optional years +1+1 are invoked.

* to be completed by the Tenderer

delete as appropriate

d) Jobbing Work/Handyman

The provision for a dedicated Handyman on site will be paid for on the basis of a full 40 hour week for any Normal Time working, Monday to Friday irrespective of the hours worked providing the Handyman is on site and available for work under the direction of the Service Manager; work outside Normal Time will be paid for on an hourly basis in accordance with Section B Rates for the Valuation of Compensation Events paragraph (a) Labour. Any materials or plant utilised in Jobbing Work will be charged in accord with Section B, Compensation Events subject to any extra ordinary hire costs for plant which will be paid for at fair rates and prices.

The charge for labour in Jobbing Work/Handyman 40 hour week, one person

Total weekly cost: £ ex VAT*

*To be completed by Tenderer

In the event that the Employer elects not to proceed with the services of a 'Handyman,' the omission of these services from the Contract will not invalidate the Tender nor give rise to any adjustment to any tendered rates for any other services.

The above charge for jobbing work/handyman shall remain firm for the duration of the Contract and may be reviewed if optional years +1+1 are invoked and in accordance with the BCIS MTC Updating Percentage.

e) Emergency Call-outs

The charge for labour in Emergency Call-Out will be at the 'All-In' rates set out under Section B, Valuation of Compensation Events adjusted by the following percentage additions:

i) Monday –Friday Normal Time	Add/Deduct	*.....%
ii) Monday – Friday Overtime	Add/Deduct	*.....%
iii) Saturdays	Add/Deduct	*.....%
iv) Sundays	Add/Deduct	*.....%
v) Bank Holidays	Add/Deduct	*.....%

Note: for Emergency Call-Outs out of 'Normal Time', a minimum of 3 hours per man will be paid for each call-out irrespective of time on site; any materials or plant utilised in emergency call outs will be charged in accord with Section B, Valuation of Compensation Events subject to any extra ordinary hire costs for plant which will be paid for at fair rates and prices.

The percentage adjustments for emergency call-outs remain firm for the duration of the Contract and are not subject to an uplift if optional years +1+1 are invoked.

*** to be completed by Tenderer**

f) Sub-Contractors and Suppliers

Tenderers should indicate below the percentage addition required for acting as Principal Contractor under CDM Regulations 2015, providing General Attendance (as defined under Specialist sub-contractors and Suppliers and profit for Sub-Contractors/ Suppliers and for Materials purchased or paid for separately by the Employer:-

- | | | |
|------|--|-------------|
| i) | Specialist Sub-Contractors and Suppliers
(see Tender Document paragraphs 26 and 27) | Add *.....% |
| ii) | Specialist Sub-Contractors and Suppliers
appointed by Employer | Add *.....% |
| iii) | Materials purchased/paid for separately
by Employer | Add *.....% |

*** to be completed by the Tenderer.**

The above percentage adjustments shall not apply to sub-contract works instigated by the Contractor.

The percentage adjustments for sub-contractors and suppliers remain firm for the duration of the Contract and are not subject to an uplift if optional years +1+1 are invoked.

g) Work Outside the Rutherford Appleton Laboratory Site

For work carried out at the Conference Centre (The Cosener's House) and Chilbolton Observatory, the Tenderer shall insert below the percentage adjustments required to be applied to the value of the compensation events executed at these Sites (excluding Value Added Tax).

#Add/Deduct*.....% for the Conference Centre (TCH) in Abingdon

#Add/Deduct *.....% for Chilbolton Observatory in Hampshire

NOTE: The percentages inserted above shall cover the additional transport of labour, materials and plant, travelling time, supervision and all other costs whatsoever necessitated by carrying out the works.

The percentage adjustments for work outside the Rutherford Appleton Laboratory site remain firm for the duration of the Contract and are not subject to an uplift if optional years +1+1 are invoked.

Delete as appropriate * to be completed by the Tenderer

All sums and rates quoted are exclusive of any Value Added Tax