

TENDER DOCUMENT

For the

Visitor Centre refurbishment project,

At

Imperial War Museums Duxford

Duxford,

Cambridgeshire,

CB22 4QR.

CLIENT

Trustees of the IWM,
Lambeth Road,
London,
SE1 6HZ

LEAD DESIGNER

Drinkall Dean,
32 St Oswalds Place,
London,
SE11 5JE

PROJECT MANAGERS

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

COST MANAGERS

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

PRINCIPAL DESIGNER

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

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Section 1 – Introduction

Introduction

On behalf of the Trustees of the Imperial War Museums, your company is hereby invited to submit a competitive tender for the Visitor Centre refurbishment project at the Imperial War Museums Duxford.

This tender has been designed to ensure that all tenderers are given equal and fair consideration. It is important that you provide all the information requested and in the format specified. It is therefore essential that you read fully the Instruction to Tenderers section contained within part 1 of this documentation.

Document Make up

1. Introduction
2. Instructions to Tenderers
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Project Description

Imperial War Museums (IWM) is the world's leading authority on conflict and its impact, focusing on the United Kingdom, its former Empire and the Commonwealth, from the First World War to the present. Through the powerful stories and experiences in its unique collections, IWM's vision is to enrich people's understanding of the causes, course and consequences of war and conflict.

IWM has five branches: IWM London, its flagship branch, the Churchill War Rooms in Whitehall, HMS *Belfast*, moored in the Pool of London, IWM Duxford, near Cambridge, and IWM North in Trafford.

Project Summary

The onsite works are due to commence on 5th February and the completion of the works is scheduled for the 03th March 2016.

The scope of works for the Visitor Centre refurbishment works consists of installing floor finishes, wall panelling and bespoke furniture items. The installation will also include lighting & electrical elements.

Section 2 – Instructions to Tenderers

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

'The Client' is the Trustees of the Imperial War Museums London, Lambeth Road, London SE1 6HZ.

"The Lead Designer is Drinkall Dean Drinkall Dean, 32 St Oswalds Place, London, SE11 5JE

"The Project Manager" (PM) is Fraser Randall, The Ship 228 Long Lane, London, SE1 4QB.

"The Project" is the Visitor Centre refurbishment project, Imperial War Museums Duxford.

THE TENDERER'S ATTENTION IS DRAWN TO THE FACT THAT THE CONTRACT AND ALL SUPPLEMENTARY AGREEMENTS AND GUARANTEES WILL BE REQUIRED TO BE EXECUTED UNDER DEED.

2. INVITATION

Tenders are invited for the Visitor Centre refurbishment project utilising a competitive tendering procedure. The tender shall be based upon the enclosed drawings and specification and priced in accordance with the invitation to tender letter and all documents therein.

3. TENDER DOCUMENTS

3.1. A complete set of Tender Documents consists of one copy of each of the documents listed in the Contents page. Electronic versions of the Tender Documents will be issued.

3.2. The Tenderer is to complete the following checklist as part of their tender return.

- Completed Certificate of Bona fide Tender (Located in Section 9 of this tender)
 - Completed Questionnaire
 - Completed pricing document
 - Programme and statement of minimum notice period for alteration to site handover dates.
 - An example of Risk Assessments and Method Statements from a previous project.
 - CV's of the Principal Contractors proposed project personnel.
 - Tenderers Health and Safety Policy.
 - Examples of previous projects.
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- 3.3. The Tender is being let as a target sum, however, the Tenderer is to complete the following pricing document included in Section 7 of this documentation:

- Main Summary
- Pricing Notes
- Priced Preliminaries
- Priced Scope of Works
- Prime Costs
- Provisional Sums
- Additional Items
- Schedule of Day works

- 3.4. Any questions regarding the tender or tender return should be submitted in writing to the Project Manager by 9th November 2015. Any questions received after this date may not be answered. Responses will be issued back to all Tenderers by 16th November 2015.

4. POST-TENDER INTERVIEW

- 4.1. When the Client considers it necessary, arrangements for a post-tender interview may be made. Tenderers shall be given notice during or following the tender period of the time and date for the interview. The post-tender interview will be an opportunity to clarify points and to discuss the Tenderer's offer in more detail.
- 4.2. Tenderers shall be notified in writing at least three (3) days before the date fixed for the post-tender interview of points (if any) which must be clarified.
- 4.3. Information collected by the Tenderer at a post-tender interview shall be treated as supplementary or complementary to the Tender or the future Contract and execution of work thereunder by the selected Tenderer and shall not supersede the information given in the Tender Documents.
- 4.4. Clarifications made or answers to queries given verbally or with supporting documents by anyone who is conducting the post-tender interview or anyone participating in it shall not modify, change, supersede or amend the information given in the Tender Documents unless and until an addendum is issued by the Project Manager.

5. INTERPRETATION OF TENDER DOCUMENTS AND SITE VISITS

- 5.1. The Tenderer shall be deemed to have read these instructions and no claim will be entertained on the grounds of failure to have read or comply with these Instructions or for any alleged misunderstanding of their import.
- 5.2. It is the Tenderer's responsibility to examine the whole of the Tender Documentation and to satisfy himself that their full import, severally and jointly, is completely understood and that a full set of Tender Documents as set-out in the Contents, has been received. No claim will be entertained on the grounds that the Tenderers failed to see or receive any of the Tender Documents in whole or in part.
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- 5.3. The Tenderer shall visit and inspect the site entirely at their own risk and expense, and obtain all requisite information regarding the nature of the site, conditions, and means of access, location of existing services and any other matters under which the Contract works are to be carried out. Arrangements for visiting site shall be made with the Project Manager, as detailed in the Invitation to Tender letter.
- 5.4. All information collected by Tenderers during site visits shall be treated as strictly confidential and shall not be used by Tenderers other than for the purposes of preparing their tender bid.
- 5.5. In case any doubt exists to the interpretation of the Tender Documents or any part thereof the Tenderer may send a written request to the Project Manager for any interpretation.
- 5.6. Any queries during the tender period are only to be addressed in writing to the Project Manager and not to members of the Design Team or Client, as detailed in the Invitation to Tender letter. The question and response will be circulated to all Tenderers.

6. REVISION OF TENDER DOCUMENTS

- 6.1. Any revision, addition, deletion, modification, explanation, interpretation or clarification of or to any part of the Tender Documents shall be made only by formal addenda duly issued by the Project Manager at least seven days prior to the tender closing date, to all recipients of the Tender Documents.
- 6.2. The Project Managers will not be responsible for nor bound by any revision, addition, deletion, modification, explanation, interpretation or clarification except those contained in formal addenda. Such addenda shall become part of the Tender Documents.

7. TENDERER'S RESPONSIBILITY

It is the Tenderer's responsibility to inform himself fully of all aspects of the Project and he shall not be entitled to claim at any time after the submission of his tender that the Client, Lead Designer or the Project Manager should reimburse him for expenses incurred as a result of any misunderstanding with regard to his obligations. No verbal agreement or conversation with any officer, agent or employee of the Client, Lead Designer or of the Project Manager or any other organisation retained by the Client, Lead Designer or of the Project Manager either before or after the execution of the Contract shall affect or modify any of the terms or obligations therein contained.

8. DEVIATION FROM TENDER DOCUMENTS

Save as hereinafter mentioned the Tenderer shall not deviate from the Conditions of the Contract in any respect or from the Specification in any material respect. Should the Tenderer consider it necessary or desirable to deviate from the Specification in any material respect, then, he may in addition submit, as a supplement to the tender an alternative specification indicating clearly the extent of the deviation and his reason for the deviation. The Tenderer must still submit a complete response to the original specification otherwise his bid will be considered invalid. The Project Manager's decision as to what constitutes a material respect shall be final and binding on all parties.

9. SUBMISSION OF TENDERS

- 9.1. Tenders shall be submitted by midday on the Tender Closing date by 23rd November 2015 delivery to the attention of Simon Bourne, Imperial War Museum, Lambeth Road, London, SE1 6HZ
 - 9.2. Tenders shall be made in sealed envelopes marked **Visitor Centre refurbishment project, Imperial War Museums Duxford** but which do not mention the name of the Tenderer or include any reference or mark of the Tenderer. 3 hard copies (all bound) of the full bid are to be submitted along with an electronic copy on CD or appropriate portable media including readable versions of pricing schedules, priced prelims, dayworks and programme (please refer to tender deliverables checklist for exact requirements.). Electronic versions of the pricing schedule must be returned on Excel 2007 or later.
 - 9.3. Unsealed, torn, damaged or spoilt envelopes or envelopes which identify the Tenderer in any way shall not be accepted.
 - 9.4. All Tender Documents belong to the original named Tenderer and are not transferable to third parties.
 - 9.5. After the closing date of the Tender all documents submitted in response to the Invitation to Tender, or any clarification submitted subsequently at the request of the Client, within the dates and times specified, shall become the property of the Client from the time of the submission and under no circumstances shall any part of the Tender be released to the Tenderer or to any other party even after the selection of the successful Tenderer.
 - 9.6. Submissions made by the Tenderer, based on the Tender Documents issued, shall be construed as the Tenderer's unconditional undertaking to comply with all terms and conditions of the Tender and if selected, to comply with all terms and conditions set-out in the Tender Documents and to sign a formal Contract before the commencement of the works.
 - 9.7. The Tenderer is not allowed to submit a tender for a part of the works.
 - 9.8. Subject to the provisions of the above any tender for the supply of materials shall be in agreement with the accepted sample of materials to be supplied or in accord with the authorised specifications or drawings with which the Tenderer is required to be acquainted.
 - 9.9. Subject to the provisions of the above the submission of a tender shall be treated as an implied acknowledgement of the Tenderer's awareness of the tender specification and drawings.
 - 9.10. The Tenderer shall be bound by his Tender from the time of submission up to the expiry date for the tender validity period. The tender will remain valid for the period stated in the Contract
 - 9.11. The form of tender shall be signed by the Tenderer and all Tender Documents shall be officially stamped by the Tenderer. If the Tenderer is a company or corporation the tender shall be signed by an officially authorised person.
 - 9.12. Any tender submitted after the Tender closing date shall not be evaluated.
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- 9.13. If required by the Tender Documents, samples submitted by Tenderers shall be submitted separately from the tender, shall be stamped by the Tenderer and shall be signed or distinctly marked by the Tenderer. The Client or Project Manager shall keep all submitted samples until examined and accepted for supply or rejected and returned to the Tenderer. At least 2 units of the relevant sample shall be submitted if the sample is to be used for analysis or experimental purposes.

10. TENDER PRICING

- 10.1. Notwithstanding the contents of the following Schedule of Works, the Principal Contractor shall include in his tender for all items necessary to fully complete the Works shown on the Lead Designer's drawings, irrespective of whether that work is specifically referred to or described in the Schedule. The description attached to each item shall in no way act as a limitation on the full amount of work required. He must also allow for all other relevant drawings, specifications, current Building Regulations, statutory body requirements, etc.
 - 10.2. The rates and prices entered in the pricing documentation shall be submitted based on the accompanying invitation to tender letter and all documents listed therein.
 - 10.3. Rates and prices shall be fixed for the period stated in the contract from this tender issue date and be expressed in pounds sterling. There will be no allowance made in payments for currency fluctuations or inflation rates, and prices shall be net of any discounts and be exclusive of Value Added Tax. The price shall be treated as a fixed price lump sum and the Tenderers attention is drawn to the fact that the schedule of rates provided are indicative only and shall not form part of the Contract.
 - 10.4. All items in the Tender Documents which require completing or pricing by the Tenderer shall be completed or priced or moneyed out in BLACK INK.
 - 10.5. The crossing out or striking off of prices shall be avoided as far as possible. Any alteration or correction shall be clearly written after deleting the incorrect part. The Tenderer shall initial any correction or alteration.
 - 10.6. If the Tenderer refrains from stating the price of an item or category in a list then it shall be treated at the discretion of the Client and the Project Manager either as a refusal by the Tenderer to quote an offer in respect of that item or category or as an acknowledgement by the Tenderer that the price of such item or category is included in the overall quoted price.
 - 10.7. The Tenderer shall not be allowed to increase or decrease his quoted price after submission.
 - 10.8. If there are any discrepancies in the price list submitted by the Tenderer either in items or totals the Client and the Project Manager may make the necessary corrections in the tender.
 - 10.9. If the stated price in figures is different from the price stated in words then the price stated in words shall be considered as the offer.
 - 10.10. If the unit price differs from the total price the unit price may be considered as the offer.
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- 10.11. Subject to any provision to the contrary stated in the Tender Documents, the price quoted in the tender shall be considered inclusive and shall be deemed to cover all expenses and commitments to be borne by the Tenderer in the performance of the Contract such as freight, shipping, insurance, customs duty, clearance, off-loading and handling for the delivery of materials to the location specified in the Tender Documents.
- 10.12. The quoted prices are final and binding and shall not be revised or altered because of fluctuations in prices or duties or any other reason.
- 10.13. Qualified tenders must not be submitted. Any tender which is accompanied by any conditional letter or qualification whatsoever will lead to the Tenderer's tender submission being rejected without further discussion with the Tenderer.

11. SUB- CONTRACTOR'S QUALIFICATION

- 11.1. In the event of a Tenderer proposing to sub-contract elements of the works, the following details shall be included in the tender:
 - a) evidence in writing of firm commitments from sub-contractors to whom it is intended to sub-contract the supply of any major items or the execution of any major portion of the Project;
 - b) evidence that all obligations imposed by the Tender Documents on the Tenderer have been fully understood and accepted where applicable by the sub-contractors referred to in (a) above;
 - c) in the case of any sub-contractor to whom it is intended to sub-contract the execution of any major portion of the Project, information on the nature of his organisation and evidence of his competence to undertake the work involved together with details of the specialised staff to be used and previous working history with the Tenderer on reference projects.
- 11.2. The Principal Contractor shall obtain the Project Manager's prior written approval for sub-letting of any portion of the Contract works prior to the signing of the Contract.

12. EVALUATION OF TENDERS

The evaluation of tenders shall be based on the following:

- a) the conformity of the tender to the requirements of the Tender Documents; and
- b) the Tenderer's method, management, experience, organisation, approach, and
- c) the total quoted price; and
- d) the adjustment of arithmetical errors; and
- e) the time of completion; and
- f) the reliability of the Tenderer;
- g) the examples of RAMS, and
- h) any other related feature.

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

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

13. PROVISIONAL INTENTION TO AWARD CONTRACT

13.1. The Client shall notify the successful Tenderer in writing of the Client's provisional intention to award the Contract. Such notification shall not result in any legal liability by the Client to the successful Tenderer. The legal liability of the parties shall only start on the earlier of:

- i) the signing of the Contract; or
- ii) the issue by the Client to the successful Tenderer of a facsimile/letter of intent of Contract.

In the case of (ii) above, a Contract must still be signed before payments can be made to the successful Tenderer.

13.2. If the successful Tenderer fails to respond to, or acknowledge receipt of the Letter of Intent, or fails to forward, to the prescribed staff, bonds, insurances or other documents, as required, or fails to sign the Contract or fails to commence work as required, or comply with any other advices or instructions given in the Letter than in all cases, within the prescribed time limits, the Client shall have an absolute discretion to revoke the Letter and issue a fresh Letter of Intent, simultaneously, to any other Tenderer acceptable to the Client, without prejudice to any procedural contractual, legal or other actions to be initiated against the defaulting Tenderer.

14. PARENT COMPANY GUARANTEE

14.1. In the event of a requirement being stated in the Contract Data for a Parent Company Guarantee, the Tenderer shall submit a Parent Company Guarantee from an approved bank or approved insurance company immediately upon the date of notification of provisional intention to award the Contract.

14.2. The form of the Parent Company Guarantee shall be as set out in the Contract Data and Part 2 of the Tender Documents.

14.3. If the Tenderer shall fail to submit the Parent Company Guarantee within the period specified, the Client may allow a further 5 days for the submission of the Parent Company Guarantee. If the Tenderer fails to make the required submission within the extended period he shall be treated as failing to perform his duties and necessary action may be taken against him according to these Instructions to Tenderers.

14.4. If the successful Tenderer shall submit the Parent Company Guarantee within the period specified but shall fail to sign the Contract within a reasonable time of being called upon so to do without an acceptable or valid reason or shall express his unwillingness to sign the Contract he shall be deemed to be withdrawing from the tender/to be in breach of contract as appropriate. In such an event the provisions above shall be applied against the Tenderer and his Parent Company Guarantee shall then be liable to consequent forfeiture. The Client may then award the tender to the next best Tenderer and may claim and deduct any additional costs involved against monies owed to the withdrawing Tenderer/Principal Contractor (as the case may be) by the Client to the defaulting Tenderer or by legal action.

15. INSURANCE

- 15.1. The Tenderer shall be deemed to understand the indemnity and insurance requirements as set out in the Contract Data, under the Contract to be signed by the successful Tenderer. It shall be the responsibility of the Tenderer to ensure that insurances to be taken out by him under the Contract shall be sufficient to cover all insurable risks and liability exposures associated with the works to be performed.
- 15.2. The successful Tenderer shall submit Certificate(s) of Insurance or Cover Notes or Policies taken out as per the Contract within 10 days from the date of notification of provisional intention to award the Contract.
- 15.3. All insurances required under the Contract shall be arranged by the Tenderer before any work relating to the project is commenced.
- 15.4. If the Tenderer shall fail to submit the required insurances within the specified period he shall be treated as failing to perform his contractual obligations and necessary legal or other action may be taken against him according to the Tender Documents.
- 15.5. In addition to the insurance to be taken, and if applicable, the Tenderer shall prepare a full programme of risk management to be implemented during the Contract term. The programme shall cover all aspects of health and safety, security and insurance while the Contract work is executed.

16. ALL DOCUMENTS CONFIDENTIAL

The Tenderer (whether his tender is accepted or not) and all other recipients of the Tender Documents (whether they submit a tender or not) shall treat the details of the Tender Documents as private and confidential. In particular no information concerning this or any other tender shall be issued to television, radio or press or other media and social media services without the prior written approval of the Client. The Tenderer shall impose a similar condition on any supplier or subcontractor.

17. CANVASSING

Any form of canvassing is prohibited. If a Tenderer or any person acting on his behalf shall make any representation intended to influence the consideration of the tenders, either directly or indirectly to the Client, Design Team, Projecton Manager, Consultants or to any person officially concerned in the consideration of the tenders, then his tender shall be disqualified.

18. COSTS OF TENDER

All costs incurred by the Tenderer in the preparation of his tender and any work in connection therewith shall be solely at the expense of the Tenderer.

19. DISCREPANCIES IN TENDER DOCUMENTS

If there is any discrepancy or conflict between the documents the Tenderer shall bring any discrepancy in the Tender Documents to the notice of the Project Manager before submitting his tender. No adjustment to the tender price sum will be allowed for any discrepancy discovered after the tender closing date.

Section 3 Questionnaire

Questionnaire

COMPANY QUESTIONNAIRE – Visitor Centre refurbishment project, Imperial War Museums Duxford.

All information supplied will be treated as strictly private and confidential and will not be divulged to any other parties other than those directly involved in the project.

Section 1 – General Company Information

1 Name of Company:

2 Registered Office Address:

3 Company Registration Number:

4 Year of Registration:

5 Telephone No:

6 E-mail Address:

7 Nature of Business and Range of Services:

8 Please indicate, if applicable, any subsidiary companies run by your company:

9 If part of a group, please indicate the details of the ultimate holding company:

10 VAT Registration No:

11 Address of Office to support the Contract:

12 Please illustrate diagrammatically, the structure of your company, showing the inter-relationships with other members of the group, and how the management of this contract fits into the company's management structure:

Section 2: Staffing/Management

13 Please identify the number of staff employed. Please indicate numbers of full-time and part-time staff:

- Director(s):
- Managers:
- Technical:
- Administration:
- Operations:

14 Annual Staff Turnover (in percentage format):

15 Name of Employee responsible for the management of the Contract:

16 Please submit your project team structure for the delivery & management of the Contract, inclusive of the full CV's for each team member identified?

17 Please identify whether you plan to use any sub-contractors to deliver any services within the Contract. If so, please:

- Identify those services that would be undertaken by the sub-contractor(s)?;
- The name of any nominated sub-contractor(s)?, and;
- Your methodology of appointment and management of the sub-contractor(s)?

Section 3: Financial/Banking

The successful tenderer will be required to submit the following information for authentication by the Client prior to the award of the Contract.

One copy of your last **three years** of audited accounts. This **must** include both your Profit & Loss Accounts and your Balance Sheets.

If part of a group of companies, please attach one copy of their last three years of audited accounts. Again, to include Profit & Loss accounts and Balance Sheets.

Section 4: Policy/Procedures

18 If you are registered under BS5750/ISO 9000 or any other scheme, please provide a copy of your registration certificate and a summary of your Quality Management (QM) procedures.

19 Please provide copies of the following policies:

- your **outline** health & safety policy
- your **outline** environmental policy, inclusive of your sustainability policy
- your equal opportunities policy
- your training policy
- your diversity policy

20 Please complete the following with regards to your company's insurance policies:

Employers Liability (to £2m):

Policy No:

Expiry Date:

Limit of Indemnity:

Public Liability (to £5m):

Policy No:

Expiry Date:

Limit of Indemnity:

Professional Indemnity (to £5m):

Policy No:

Expiry Date:

Limit of Indemnity:

All Risks (to £10m):

Policy No:

Expiry Date:

Limit of Indemnity:

Please include a copy of the insurance certificate for each policy.

21 Have you been prosecuted under any relevant health & safety legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome.

22 Have you been prosecuted under any relevant employment legislation in the last five years? If the answer is Yes, please provide details of the incidence and the outcome.

23 Do you have a Business Continuity Plan (BCP), or equivalently titled document? If so;

- What are the key risks and what are the control mechanisms in place?
- How often and to what extent is the BCP tested?
- How is the BCP managed and reviewed by your Board of Directors?

24 Please provide a statement of assurance that you are committed to counter bribery, and please advise of any cases or convictions for bribery made against the company?

Section 5 – References

25 Please provide summaries (no more than two sides per project) of similar current or recent projects where you have provided similar services

Section 3 – Preliminaries

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69. Imperial War Museums London's Protocols
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72. Measurement of Variations, Certificates etc.
73. Principal Contractor's General Cost Items Allowances.
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PRELIMINARIES

1 Preamble

The works are for a Principal Contractor for the Visitor Centre refurbishment project at the Imperial War Museums Duxford.

Throughout this document reference to the "Client" will mean the Trustees of the Imperial War Museums.

Throughout this document reference to the "Lead Designer" will mean Drinkall Dean.

Throughout this document reference to the "Project Manager" will mean Fraser Randall.

Tenderers are reminded to reference not only information included within this preliminary document but also the information contained in the Pre-Construction Health and Safety Plan.

Tenderers are advised that currently the project is in a concept design stage and that during the tender process this design will be finalised. On appointment the successful tenderer will be asked to confirm the costs of the finalised design.

The pricing schedule works have been identified as works that will be carried out by the successful tendering contractor.

2. Names of Parties to the Project

Client:

Trustees of the Imperial War Museums, Lambeth Road, London, SE1 6HZ.

Lead Designer:

Drinkall Dean, Ground Floor, 32 St Oswalds Place, London. SE11 5JE

Project Manager:

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

Cost Consultant:

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

Principal Designer:

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

3. Arrangement to Visit the Site/ Location of the Site

The site is currently the Visitor Centre for the Museum. Site visits can be arranged between 2 November and 6th November. To arrange a site visit please contact Richard Ainsworth richard@fraserrandall.co.uk , 020 7403 6403.

4. Form of Contract

Any contract resulting from this enquiry will be in the form of a direct contract between the Client and the Principal Contractor using IWM's bespoke contract format. A copy of the Contract Conditions can be found within the Contract Section Appendix 3 and the Principal Contractor should familiarise themselves with the full contract as required

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

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

5. Income Tax

Any order placed with the Principal Contractor will be subject to the provisions of the Income and Corporation Act 1998, which requires the Project Manager on behalf of Client to satisfy himself that the Principal Contractor holds an appropriate Tax Certificate or Registration Card required by this Act. In the event that the Principal Contractor does not provide the Project Manager with the necessary certifying document as described in the Inland Revenue Advice Booklet - Construction Industry Schema IR14/15 (CIS), the appropriate percentage will be deducted from the labour element for all payments due, as an advance payment of Income Tax, and paid on behalf of the Principal Contractor to the Inland Revenue.

6. Value Added Tax

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

7. Pricing

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

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

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

The Principal Contractor will be required to provide all tools and tackle for carrying out the Contract Works excepting only such items as are specifically described in the Tender Enquiry Documentation as being provided by the Project Manager. The Tenderer is referred to the List of Common User Services, detailed at the end of these Conditions. No tools/equipment/ladders/access equipment etc. will be provided by the Client. **Any aerial access equipment required must be supplied by the Principal Contractor for the duration of the works on site.**

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

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

8. Responsible Person

The Principal Contractor shall provide curriculum vitae for the responsible person who will maintain a full time presence on Site throughout the period of the Contract Works, who shall be approved by the Project Manager.

This aforementioned person shall have full authority to take instructions from the Project Manager and do everything necessary for the proper execution of the Sub Contract Works. This person shall not be changed or replaced without the prior written approval of the Project Manager. Notwithstanding this the Principal Contractor shall provide all necessary managerial and technical support and supervision during the currency of the Contract Works to ensure completion in accordance with the Project Manager's programme, including attendance at Site meetings as required. The Principal Contractor shall be represented at Site meetings by a Director if requested by the Project Manager.

9. Removal of Personnel from the Project

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

10. Site Location & Layout

Imperial War Museums, Duxford. The Principal Contractor is referred to in the Pre-Construction Health and Safety plan for the location plan, access route and site set-up methodology.

11. Access to the Site

Access to the Site shall be via a dedicated site entrance, as shown in the Pre-Construction Health and Safety plan. The Principal Contractor is advised to liaise with the Project Manager concerning restrictions to be imposed regarding deliveries to the Site, etc. (see section 12 below). The Contractor is to note that access will be the subject of protocol imposed by Imperial War Museums Duxford

All personnel will be required to attend an induction course prior to entering the Site by the Principal Contractor.

The Principal Contractor shall adhere to directions given by authorised security personnel and the Project Manager.

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

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

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

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

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

12. Delivery of Materials, Plant, Equipment

All deliveries are to be made to the building at a time agreed with the Project Manager for making such deliveries. 48 hours notice shall be given by the Principal Contractor to the Project Manager of any deliveries. Un-notified deliveries may be refused access and turned away from the Site at the discretion of the Project Manager. If such access has been refused the Principal Contractor will bear all costs in connection with the failed delivery.

The Principal Contractor will be expected to provide all necessary labour, lifting equipment, etc., to unload the materials and remove to the Principal Contractor's working area on Site agreed with the Project Manager.

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

Deliveries to the Site shall be made in accordance with the times as indicated in the Pre-Construction Health and Safety Plan.

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

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

13. Security

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

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

14. Site hours

The site hours will be open from 8.00 to 18.00 Monday to Friday. The Principal Contractor shall allow for completing all of his Site operations during these hours, within the stated programme period and the constraints imposed by the Client, Project Manager, Police, the Local Authority, etc.

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

15. Site Progress Meetings

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

16. Removal of Debris Arising

The Principal Contractor will be responsible for removal of all debris and rubbish arising from the Contract Works and must maintain a clean and clutter free environment. All waste removed by the Principal Contractor should be disposed of as per the directives given in their environmental policy.

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

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

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

17. Storage of Materials

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

There is no provision for the storage of materials or partially finished items on site by the Principal Contractor. The Principal Contractor is responsible for all off site storage.

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

No flammable materials are to be stored on the Site.

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

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

18 Confidentiality

The Client reserves the right to require the Principal Contractor and Sub Contractors involved with the Construction Project to enter into a binding confidentiality agreement.

Whether or not a confidentiality agreement is in place all firms and individuals involved with the Construction Project are required to:-

- a) Physically protect all data from loss or theft.
- b) Have regard to the commercial interest of the Client.

The taking of photographs on the Site is prohibited without the express written permission of the Project Manager and the Client.

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

19. Existing Services

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

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

20. Construction Phase Health and Safety Plan

The Principal Contractor shall provide, to the Principal Designer's satisfaction, a detailed and site specific Construction Phase Health and Safety Plan. This plan will include Method and Safety Statement for all operations which, in the opinion of the Principal Designer, are required to maintain the safe and organised operation of the Site. All associated costs shall be deemed to be included in the Principal Contractor's tender price. This must be provided to the Principal Designer at least a fortnight before the works commence on site.

21. Adjoining and Adjacent Buildings and Public spaces

The Principal Contractor's attention is drawn to the fact that the adjacent spaces to the works site are a public car park and on the opposite side of the building a fully operational airfield.

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

Should it be necessary for any plant, machinery or equipment to project or operate over adjoining or adjacent property or rights-of-way the Principal Contractor shall obtain the permission of the adjoining or adjacent owner or occupier and obtain legal licences as necessary. The Principal Contractor shall indemnify the Client and the Project Manager against any claim or action for damages arising from the use of any plant, machinery or equipment in this regard. The Principal Contractor shall ensure that the security of the adjoining and adjacent properties shall not in any way be impaired due to any building operation executed under the Contract Works.

22. Maintenance of Existing Buildings etc

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

23. Temporary Accommodation

The Principal Contractor shall not erect temporary buildings or storage areas in any surrounding roads or under any part of the existing building. The Contractor will be permitted to use toilet and washing facilities as indicated in the Pre-Construction Phase Health and Safety Plan.

24. Insurance against Injury to Persons and Property

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

25. Insurance of the Works

The Client is responsible for placing and maintaining the Contract Works insurance as defined in the Contract Data Section 5. In the event of the Principal Contractor making a claim under this policy the Principal Contractor should note that he will be responsible for the policy excess for each and every claim that he makes. The excess on the Client's Insurance is set down in the Contract Data, Section 5.

26. Samples / Inspections

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

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

27. Materials, Workmanship, Testing

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

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

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

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

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

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

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

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

28. Interference, Noise, Disturbance

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

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

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

The body responsible for enforcement of these conditions is the Department of Environmental Health and Consumer Protection.

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

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

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

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

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

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

29. Prevention of Nuisance

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

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

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

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

30. Health and Welfare

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

31. Temporary Water Supply

A temporary water supply as described in the Pre -Construction Phase Health and Safety Plan will be provided on the Site by the Client. All extensions from this supply shall be carried out by the Principal Contractor in an agreed manner and position and maintained to the project Manager's approval. The Client and the Project Manager will accept no responsibility whatsoever should this water supply be unavailable for any reason.

32. Temporary Lighting, Electricity and Telephones

The Principal Contractor shall provide his own portable 110v transformers, trailing leads, general safety lighting and task specific lighting.

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

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

33 **Protection**

The Principal Contractor shall be fully responsible for the safety and protection of his materials and Contract Works until Completion of the Project.

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

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

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

All protection shall be of an approved fire retardant material.

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

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

34. **Cleaning and Site Clearance**

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

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

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

35. **Labour Returns**

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

36. Industrial Relations

The Principal Contractor shall be required to advise the Project Manager of the Industrial Agreement appropriate to his Employees and Trade Union(s) party to the Agreement.

Where the Principal Contractor does not provide the same, they will be deemed to have no operatives / personnel on site for the day in question.

The Principal Contractor shall be responsible for resolving any labour problems with his employees. He shall keep the Project Manager fully informed of any Trade Union or industrial activity.

Where a problem occurs, involving more than one Contractor, the Project Manager (or Nominee) will act as co-ordinator to arrange meetings of the appropriate parties.

This intention and involvement does not absolve the Principal Contractor from the responsibility of any employer towards his employees in accordance with current employment law and good industrial relations practice.

The appointment of a Site Steward must be reported immediately to the Project Manager.

- i. Where the Project Manager's facilities are required for the purpose of a meeting, reasonable notice must be given to the Project Manager.
- ii. Facilities must be afforded to Site Stewards by their own employer in accordance with the appropriate industrial/domestic agreement.
- iii. The duties of a Site Steward shall be confined solely to employees and management of the Principal Contractor by whom he is employed.

An individual employee having an issue or grievance should first raise the matter with his immediate supervisor. Failing settlement, the matter should then be raised with higher levels of his employer's management, accompanied at that stage (if he wishes) by his Trade Union Steward (if one is appointed).

When more than one employee of the Principal Contractor has a grievance, this should be discussed by the employees' Site Steward with the Principal Contractor's management and not with the Project Manager.

Site Stewards should not approach the Project Manager direct, but should take any request for consultation through their own employer.

It will be expected that, in the event of a problem being unresolved, the appropriate full-time Trade Union official be called in an attempt to resolve the matter, but in the meantime there should be no stoppage of work restriction of hours worked or reduction in output. Grievances that still continue after this should be referred to the conciliation machinery appropriate to the industrial/domestic agreement for the particular employer involved.

Unless the Principal Contractor operates under the National Working Rule for the Building Industry, a copy of the industrial / domestic agreement appropriate to his employees on the site must be provided to the project Manager before work commences. The names and addresses of the appropriate full-time officials must also be advised to the Project Manger at the same time.

The Principal Contractor will be required to notify the Project Manager of the name of the person who is responsible for industrial relations on Site and of the person with ultimate responsibility for industrial relations in the Company.

37. Safety

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

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

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

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

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

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

The Principal Contractor shall provide all necessary safety scaffolding and other safety measures to protect his own and other personnel during the course of his operations. The Principal Contractor will be required to immediately stop work and comply with the Principal Designers or Project Manager's instructions regarding any deficiencies in this respect.

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

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

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

The Principal Contractor should be able to demonstrate to the Principal Designer that they are competent to carry out the Contract Works in respect to safety, health and welfare and that the principal contractor has allowed adequate resources in his tender in this regard.

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

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

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

Smoking will not be permitted anywhere on Site.

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

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

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

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

38. Hot Work Permits

A Hot Works Permit to work system will be managed by the Principal Contractor throughout the works on site. The Principal Contractor will issued permits on a daily basis, as required. These will include details of extinguishers, personnel, how long fire watch is to be maintained after hot works, how long before closure of the Site these should be completed and any other rules and restrictions. The Contractor will, however, be expected to utilise any method other than hot works if deemed practical and economical by the Project Manager.

The Principal Contractor will inform the Client on a daily basis when hot works are to be done on site as set out in the Pre –Construction Phase Health and Safety Plan.

39. Setting Out

The Principal Contractor is responsible for all setting out from principal setting out stations provided by the Project Manager.

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

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

40. Use of Laser Equipment

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

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

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

41. Programme and Progress

The Contract Works will be executed in conformity with the Project Manager's programme.

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

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

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

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

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

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

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

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

The Principal Contractor will be required to obtain all necessary Site sizes and other particulars, supply any necessary templates and to agree such details with the Lead Design team.

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

42. Drawings Submitted for Comment

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

Category 'A'

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

Category 'B'

Drawing subject to comments marked on it. The Principal Contractor shall proceed with manufacture and/or construction taking such comments into account. Final acceptance of the work will be contingent upon compliance with such comments and the Contract. The drawing should be amended in accordance with comments and resubmitted for final return as category 'A' within five working days. However, this re-submittal is not a prerequisite for manufacture and/or construction to commence.

Category 'C'

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

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

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

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

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

43. Drawings

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

Sub-Contractors of the Principal Contractor shall provide at intervals all drawings to the principal Contractor, who will be responsible for producing all construction coordination drawings, at times and to levels of detail agreed prior with the Project Manager.

Co-ordination drawings shall mean drawings showing the inter-relationship of engineering services or other elements of the construction project and their positions relative to all other structural, architectural or services details. Such drawings shall have key dimensions shown and shall be to a scale of not less than 1:50 unless otherwise stated. For the production of services information they shall be in such detail as to demonstrate that the engineering services are properly separated from one another and can be satisfactory installed, communised and finally maintained.

Builders Work information shall mean drawings including plans, sections, elevations and details, sketches and/or schedules showing the requirements of architectural and/or structural provisions necessary to facilitate the execution of the Contract Works and to allow their integration into the construction works.

Working drawings or Installation drawings shall mean drawings based on and incorporating the Co-ordination Drawings and the latest issue of architectural and structural drawings showing the details of the Contract proposals for the execution of the Contract Works. The drawings shall be to scale showing all important dimensions and in such detail as to enable all aspects of the Contract Works to be installed.

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

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

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

44. Drawing Submittals

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

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

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

45. Working or Installation and Fabrication Drawings

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

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

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

46. Builder's Work Information

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

47. Co-ordination

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

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

The Principal Contractor shall initiate all such co-ordination meetings that are necessary with all other Sub-Contractors and all surveys that are necessary to proceed with production of his drawings.

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

48. Co-ordination on Site

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

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

49. Alternative Manufacturer's Equipment and Materials

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

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

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

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

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

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

50. Manufacturer's Technical Data

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

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

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

51. Product, Equipment and/or Plant Performance Guarantees

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

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

52. Packaging and Protection

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

53. Final Inspection, Commissioning and Testing

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

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

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

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

In cases where the programme is such that the Principal Contractor will need to return to the portion of the building taken over and occupied by the Client, in order to undertake testing, balancing, adjustments, etc., the Principal Contractor shall take all necessary precautions against and shall be responsible for any damage caused whilst working in such areas for that purpose.

54. System Demonstration

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

55. Training

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

56. Supply of Information

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

57. Taking Dimensions for Drawings

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

58. Discrepancies between Drawings

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

59. Quality Assurance and Quality Control

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

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

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

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

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

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

- Identification of the element, item batch or lot, the nature and number of the observations and tests, the number and type of deficiencies found and details of any corrective action taken.
- Any records which indicate the work or materials inspected or tested does not comply with the Specification shall be submitted to the Project Manager without delay in order that the Principal Contractor's proposals for rectification may be assessed.

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

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

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

The Principal Contractor shall provide an agreed period of notice to enable the Project Manager to witness, if so desired, all inspection or tests performed by the Principal Contractor, his sub-contractor and/or suppliers.

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

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

60. Appearance and Fit

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

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

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

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

61. Alterations / Refurbishment Terminology

REMOVE means disconnect, dismantle as necessary and take out the stated elements, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials (in accordance with section 16). It does not include removing associated pipe-work, wiring, ductwork or other services.

KEEP FOR REUSE means:

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

REPLACE means:

- Remove the stated existing components, features and finishes.
- Provide and fit in lieu new components, features and finishes which, unless

specified otherwise, must match those which have been removed.

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

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

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

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

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

62. Statutory Requirements

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

63. Products and Work Generally

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

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

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

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

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

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

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

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

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

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

Where such change has occurred inform the Project Manager and do not place orders for or use the affected products without further instructions.

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

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

- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- Replacement parts should be readily available and not limited edition or end of the line components.
- All accessories and fixings which should be supplied with products that have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical, measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products, which have a limited shelf life, are not out of date.
- Prevent over-stressing and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or

- other disfigurements, particularly of products exposed to view in the finished work.
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored components.
 - Prevent excessively high or low temperatures and rapid changes of temperature in the product.
 - Protect adequately from rain, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
 - Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
 - Keep different types and grades of products separately and adequately identified.
 - So far as possible keep products in their original wrappings, packings or containers until immediately before they are used.
 - Wherever possible retain wrappings after fixing and until shortly before Practical Completion.
 - Ensure that protective measures are fully compatible with and not prejudicial to products/materials.

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

64. Snagging

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

65. Incomplete/Unacceptable Works

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

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

66. Work at and after Practical Completion

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

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

67. Defects during Defects Liability Period

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

- a. Emergency repairs: Work to be carried out within 12 hours.
- b. Very urgent repairs: Work to be carried out within 24 hours.
- c. Urgent repairs: Work to be carried out within 3 days.
- d. Normal repairs: Work to be carried out within 7 days.

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

68. Operations & Maintenance Manuals

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

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

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

1. Contents & Introduction

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

2. Scope of Works

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

3. Suppliers' Products & Contact

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

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

4. Cleaning & Maintenance

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

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

5. Access for Cleaning & Maintenance

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

6. Replacement

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

7. Drawing & Schedule Information.

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

8. Ironmongery Schedule

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

9. Test Certificates & Guarantees

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

10. Building Regulations & Other Statutory Approvals

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

11. Spares

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

12. As Built Drawings / Handover Documents

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

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

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

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

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

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

The Principal Contractor must ensure that the operation and maintenance manual takes into account all requirements and/or recommendations of the documents referenced below,

particularly with regards to information required for reasons of Health & Safety:

- BS EN 82079-1:2012: Preparation of Instructions for Use.
- BS EN 60359:2002: Electrical & Electronic Measurement Equipment; Expression of Performance.
- BS 4940:1994 Parts 1 & 2: Technical information on construction products and services.
- BS EN 8210:2012: Facilities maintenance management, Section 5.
- BSRIA BG 1/2007: Handover O&M Manuals and Project Feedback.
- All timber products to be FSC-compliant.

69. Imperial War Museums Protocols

Please refer to the Pre-Construction Health and Safety Plan for further details.

70. Good Behaviour

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

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

71. Requests for Information and Change Request Procedure

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

The Principal Contractor shall maintain and submit, on a weekly basis, the RFIs he has issued and their status. Where an outstanding RFI is impacting on the programme the Principal Contractor shall record this in writing and take appropriate steps to resolve the matter with the Lead Designer & Project Manager.

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

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

Urgent Change Requests take 8 working days for the Client to turn around approval. Upon receipt of the request from the Project Manager and the Principal Contractor must report back on

programme implications within 1 day and cost implications within 3 days.

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

72. Measurement of Variations, Certificates etc.

Further to the provisions of the contract:

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

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

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

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

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

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

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

73. Principal Contractor's General Cost Items Allowances

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

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

74. Pre-Construction Phase Health & Safety Plan

The Pre-Construction Phase Health & Safety Plan produced by the Principal Designer, has been included in this tender documentation. This document is required to be evolved into the Construction Phase Health & Safety plan by the Principal Contractor. This document is required to be issued prior to any works commencing on site.

The Principal Contractor must supply all relevant method statements, risk assessments, COSHH assessments and any other Health & Safety documentation required to produce such a plan and have approved by the Principal Designer 2 weeks prior to starting on site.

75. Health & Safety File Requirements

The Principal Contractor will be expected to provide information for inclusion into the Health & Safety File in sufficient time to allow comment and revision prior to final submission. The final date for draft submissions (excluding As Built drawings) is two weeks prior to programmed Practical Completion Date; the date for issue of final and complete H&S File is on, and is a condition of Practical completion. The information to be supplied includes, but is not limited to the following:

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

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

Section 5 – Contract Data

| Contract Data | Item | Detail | Notes |
|---|-----------------------------------|--|---|
| Advance Payment | | | |
| | Advance Payment Bond | NO | |
| Payment Certificate | | | |
| | Interim | Yes | Monthly Valuations |
| | Stage | N/A | |
| Retention | | | |
| | Expiry | 1 year post Interim Project Completion | |
| | Amount | 5% | 2.5% payable through valuation after receipt of certificate of practical completion |
| Collateral Agreements to Third Parties | | | |
| | Required | Yes/ No | |
| | Further details | | |
| Public Liability | | | |
| | Amount | £5,000,000.00 (Five Million) | |
| Employers Liability | | | |
| | Amount | £2,000,000.00 (Two Million) | |
| Professional Indemnity | | | |
| | Amount | £5,000,000.00 (Five Million) | |
| | 1 claim or aggregate | 1 claim | |
| | Duration held | 6 Years | |
| Product Liability | | | |
| | Amount | £NA | |
| Project Insurance | | | |
| | Cover | All Risks As per Chubb Insurance | |
| | Period | 09/09/2014 | |
| | Sum Insured (total project value) | £10,000,000.00 (Ten Million) | |
| | Excess | £2,500.00 | |
| Holding Company Guarantee | | | |
| | Required? | Yes/ No | Can only be provided if the contractor has a parent or holding company and accept the terms in Appendix 4 |
| Performance Bond | | | |
| | Required? | Yes/No | If parent or holding company guarantee not available/ applicable and financial surety still desired. |
| | Maximum Aggregate Liability | 10% (Ten Percent) of contract sum? | Rate shown in Appendix 5 |

Section 6 – Scope of Work

Scope of Work

General

This tender is for the works comprising the fabrication, installation and commissioning for the IWM Visitor Centre refurbishment project. – works not limited to but including electrical and lighting installations, joinery, graphic installation, decoration works, flooring and wall works and builder's works in connection.

The Principal Contractor shall provide, subject to these conditions, everything necessary for the execution and completion of the works, in accordance with the contract and all drawings, specifications, schedules and/or instructions issued to him and will deliver the Works to the Client complete.

The Principal Contractor's attention is drawn to the Particular and Special Conditions sections of this Tender Specification.

Notwithstanding the contents of the following Schedule of Works, the Principal Contractor shall include in his tender for all items necessary to fully complete the works shown in the Lead Designer's drawings and specifications, irrespective of whether that work is specifically referred to or described in the Schedule. The description attached to each item shall in no way act as a limitation on the full amount of work required. He must allow for all other relevant drawings, specifications, current Building Regulations, statutory body requirements, etc.

The Principal Contractor must allow for applying for and obtaining all Building Regulation approvals, including providing calculations where necessary.

All work is to be carried out in accordance with the Building Regulations and to the satisfaction of the Building Inspector.

All materials must be a minimum of a Class 1 or preferably a Class 0 fire rating.

The Principal Contractor must not scale off drawings and their attention is drawn to the fact that the sizes and measurements in the following sections are not necessarily exact, and the Principal Contractor must verify dimensions on site, reporting any discrepancies to the Lead Designer immediately.

Where quantities have been included within the description of work, these shall be deemed to be indicative only and no reliance should be made on same.

Where the extent of the work cannot be reasonably ascertained, the Principal Contractor shall clearly state what has been included in the Tender Sum. No subsequent details or drawing revisions shall be deemed to be a variation if, in the opinion of the Contract Administrator, it would have been reasonably foreseen or required in the integrity of the works.

The Principal Contractor shall be deemed to have allowed for ALL labours, temporary works, interfacing, materials, plant, scaffolding etc to carry out and complete the works described.

All items shown in the drawings or specification are to be taken to be included in both. The tenderer shall immediately notify the Contract Administrator in writing of any discrepancy which occurs in or between the drawings or the specification or any parts of the tender, or discrepancies with the actual site conditions, in order that a decision may be made before the Date of Submission of Tenders. In the absence of the tenderer submitting such a notification, the tenderer is deemed to have accepted that all information contained in the tender documents, drawings and specifications are complete, thorough accurate and sufficiently exhaustive for him to carry out the works, and he shall, during the course of the contract, upon the Contract Administrator's Instruction, submit shop drawings or supplementary drawings to elaborate on any part of the works.

The Principal Contractor shall make due allowance for undefined Provisional Sums work in programming, planning and pricing Preliminaries. No claim for additional allowances will at any time be accepted or entertained from the Principal Contractor on the grounds of lack of knowledge or omission from programming, and he shall be deemed to have accepted this restriction as part of his tender submission and obligations.

All the products and materials described in this specification shall be covered by a full performance guarantee (materials, parts and labour) for a 'life expectancy' of 10 years. The guarantee period shall commence from the date of the Interim Project Completion.

Definition of the 'life expectancy' is as follows:

Structural elements shall not show symptoms of corrosion, electrolytic interaction and structural stress in materials, fixings or joints such that deterioration threatens the safety, integrity and function of the product as a whole within the minimum life expectancy period.

Visual elements, including materials – self-coloured and applied colour and graphics shall not show symptoms of colour fade, degradation, embrittlement or substrate interaction as a result of ageing and/or exposure to daylight, artificial light, climatic and local environmental conditions such that the colours change beyond the material manufacturer's expected tolerances within the minimum life expectancy period.

The visual and functional aspects of the installed works, their components and contents shall not suffer as a consequence of condensation or any other aspect of weather or local environmental or climatic conditions within the minimum life expectancy period.

All installed works and associated means for installation shall not suffer mechanically or functionally as a consequence of weather or local environmental and climatic conditions within the minimum life expectancy period.

Thermal expansion and any other forms of movement, creep, or lack of stress relief in fabricated, applied and finishing materials shall not cause any visual or material deterioration in a product or its sub-components within the minimum life expectancy period. This may require the Principal Contractor to plan returns to site to specifically check for such movement and settling, to then carry out the required making good.

In all other respects, including operational safety, the installed products shall perform throughout the duration of the minimum life expectancy period as described in this specification.

The Principal Contractor shall ensure that all products, in respect of overall Project, materials, surface finish and applied materials, are resistant to fair and reasonable wear and tear resulting from normal public use and the applied cleaning, product maintenance and landscape maintenance activities normally found in public areas of this type. Special attention shall be given to the durability requirements of such products at skirting or ground level such that these parts of such products are physically and visually resistant to damage from day-to-day impact and abrasion.

The Principal Contractor shall exercise, in the design, all the skill, care and diligence to be expected of a competent fit out Principal Contractor, and in the execution and completion of the Works, all skill, care and diligence to be expected of a properly qualified and competent Principal Contractor experienced in carrying out works of a similar scope, nature and size to the Works.

The Principal Contractor shall ensure the application of all relevant information, data and standards in the technical specification to the engineering and detail design and manufacture of all the products he is contracted to provide.

The Principal Contractor shall provide facilities at all reasonable times for the Lead Designer for the inspection, testing, accuracy and assessment of the quality of work and materials at the place of manufacture by the Lead Designer or its representatives.

The Lead Designer's comments on the Principal Contractor's production information shall not relieve the Principal Contractor of his responsibility for the adequacy or suitability of the information shown, or of its responsibility for the accuracy of the dimensions shown on its drawings, or for taking and checking dimensions.

The Principal Contractor shall be responsible for ensuring that all items are packaged and stored in accordance with any special requirements for particular materials. The Principal Contractor will be responsible for the general packaging and safe storage of all items such that the items will be adequately protected against damage in both storage and transit.

The Principal Contractor shall provide all necessary protection devices during storage on site and take all necessary steps to ensure that components are correctly stored and stacked to prevent damaged during storage.

The Principal Contractor shall provide, maintain, alter and adapt protective devices as necessary to protect the works during Project, assembly and installation up to the time when they have been completed. Materials used for temporary protection must be compatible with and removable from the surfaces and finishes without detriment to the finish and must be in accordance with the finished material supplier's instructions.

The Principal Contractor shall include in his tender for, and take positive measures to prevent, any possible damage to the work of others. The Principal Contractor shall allow for removing all protective devices and thoroughly cleaning down before the works are presented for final approval.

All materials shall be installed in strict accordance with the manufacturer's recommendations, relevant Agreement Certificates and British Standards.

The general standards of practice contained in this section of the specification are the minimum standards required.

These standards do not necessarily imply an overall suitability in terms of meeting all performance specifications, and it is the responsibility of the Principal Contractor to ensure that the standards he applies to the works described in this document will meet the Lead Designer's performance specification set out in this document.

The Principal Contractor shall identify and provide a person responsible for the coordination, liaison and development of the works who shall efficiently supervise the execution of the works using their best skill and attention. The Principal Contractor shall not remove such person from the works without the prior written approval of the Project Manager (such approval shall not be reasonably withheld) and if such approval is given, the Principal Contractor shall be responsible for replacing such person or persons with a person or persons of equivalent competence who shall have been previously approved by the Project Manager.

Principal Contractor to provide (named) responsible person to Liaise with Client, Lead Designers and Project Manager.

Principal Contractor will be expected to provide a detailed programme for the execution of the works within two weeks of being awarded the contract.

The Principal Contractor to be responsible for co-ordinating their work with other relevant Principal Contractors as required where there is a direct interface.

Fraser Randall will act as the Contract Administrator and no other instructions or directions by whomsoever they are given shall have any effect or validity for the purposes of the Package Contract.

Meetings and Reports

The Principal Contractor will be expected to attend fortnightly contractor meetings which will take place in London. The contractor is also expected to arrange meetings as necessary through all processes of the work.

The contractor will be expected to issue status reports on a monthly basis or as requested by the Project Manager.

Installation on site and hand over

The conditions of practical completion are as follows:

1. Completion of the works.
2. Operation & Maintenance manuals (as detailed in content).
3. Agreed snagging list.
4. Health & Safety Files.

The contractor is expected to train up to 5no. IWML staff on any operational requirements of the retail elements.

Contractor Design

The Contractor Design Portion clause in the contract should be referred to for Contractor Design.

The contractor design element of the retail package is the development of the Drinkall Dean intent drawings into production read technical information. This includes, but it is not limited to:

- Finalised exact dimensions, for all works
- Development and verification of all structural and support requirements, including for all structural engineering and calculations, ensuring sufficient structural strength while accommodating access space requirements.
- Identification and resolution of any issues arising from the positions of other basebuild elements
- Verification of existing all Small power and lighting circuits and design of new electrical and lighting infrastructure.
- The Contractor is to ensure all constructed elements are sufficiently robust for their use in a public space.

Section 7 – Pricing Document

| Main Summary | | £ |
|--|---|------------------|
| Pricing Notes | £ | - |
| Preliminaries | £ | - |
| Scope Of Works | £ | - |
| Prime Costs for Nominated Contractor Works | £ | 10,383.94 |
| Provisional Sums | £ | 68,500.00 |
| Additional Items | £ | - |
| Total | £ | 78,883.94 |
| Dayworks | | |

| Pricing Notes | | | |
|---|-----|------|------|
| | Qty | Unit | Rate |
| | | | £ |
| <p>Preliminaries</p> <p>Generally</p> <p>Pricing Notes</p> <p style="background-color: #92d050;">All green boxes in this pricing schedule have pre-determined formulas; they will tally in accordance with the tender requirement. PLEASE DO NOT ALTER.</p> <p>The below pricing notes are to apply to all items for pricing within this pricing schedule.</p> <p>Quantities are provided for information only, the contractor is required to provide his own assessments.</p> <p>Schedule, Drawings and Materials Schedule all take precedence over the pricing schedule, and in that order of precedence: Pricing is to be based, primarily on Drinkall Dean Drawings and Specifications.</p> <p>All details and information included within the Drawings & Materials specifications, and the Pricing Schedule must be included for within the price. If there is a discrepancy or contradiction between any of the details within these documents then the tenderer must immediately notify the Project manager in writing in order that a decision may be made before the Date of the Submission of Tenderers.</p> <p>All line items in this Pricing Schedule and all applicable preliminary line items must have individual prices provided against them.</p> <p>The contractor must allow for all elements of the development of the design, project management, off-site construction, sample production, delivery, installation and snagging of every element of the setworks. The contractor must also allow for training IWM staff and the provision of O&M manuals, as described in the preliminaries and specifications.</p> <p>The Principal Contractor shall include for all items necessary to fully complete the Works detailed in the Designer's specification and drawings, and, as such, is to enter any additional items he considers necessary to carry out the works as required by the specification and/or shown on the drawings, on the Additional Items page.</p> <p>The Principal Contractor is to enter any additional items he considers necessary to carry out the works, as detailed in the specification and schedule, or as shown on the drawings, in the Additional Items section.</p> <p>Any assumptions and/or exclusions are to be collated and listed on the additional items sheet.</p> | | | |
| Carried to Collection | | | £ - |

| Preliminaries | | | | | | |
|----------------------|-------------|---|-----|--------------|---------------------|--------|
| Ref | Exhibit No. | Description | Qty | Rate | | Amount |
| | | | | Fixed Charge | Time Related Charge | |
| | | | | £ | £ | £ |
| 2 | | Names of Parties to the Project | | | | |
| 3 | | Description of the Construction Project | | | | |
| 4 | | Form of Contract | | | | |
| 5 | | Income Tax | | | | |
| 6 | | Value Added Tax | | | | |
| 7 | | Pricing | | | | |
| 8 | | Responsible Person | | | | |
| 9 | | Removal of Personnel from the Project | | | | |
| 10 | | Location of the Site | | | | |
| 11 | | Access to Site | | | | |
| 12 | | Delivery of Materials, Plant and Equipment | | | | |
| 13 | | Security | | | | |
| 14 | | Site Opening | | | | |
| 15 | | Site Progress Meetings | | | | |
| 16 | | Removal of Debris Arising | | | | |
| 17 | | Storage of Materials | | | | |
| 18 | | Confidentiality | | | | |
| 19 | | Existing Services | | | | |
| 20 | | Construction Phase Health and Safety Plan | | | | |
| 21 | | Adjoining and Adjacent Buildings | | | | |
| 22 | | Maintenance of Existing Buildings, etc. | | | | |
| 23 | | Temporary Accommodation | | | | |
| 24 | | Insurances against Injury to Persons and Property | | | | |
| 25 | | Insurance of the Works | | | | |
| 26 | | Samples / Inspections | | | | |
| 27 | | Materials, Workmanship, Testing. | | | | |
| To Collection | | | | | | £ - |

| Ref | Exhibit No. | Description | Qty | Rate | | Amount |
|----------------------|-------------|---|-----|--------------|---------------------|--------|
| | | | | Fixed Charge | Time Related Charge | |
| | | | | £ | £ | £ |
| 28 | | Interference, Noise, Disturbance. | | | | |
| 29 | | Prevention of Nuisance | | | | |
| 30 | | Health & Welfare | | | | |
| 31 | | Temporary Water Supply | | | | |
| 32 | | Temporary Lighting, Electricity & Telephones | | | | |
| 33 | | Protection | | | | |
| 34 | | Cleaning & Site Clearance | | | | |
| 35 | | Labour Returns | | | | |
| 36 | | Industrial Relations | | | | |
| 37 | | Safety | | | | |
| 38 | | Hot Work Permits | | | | |
| 39 | | Setting Out | | | | |
| 40 | | Use of Laser Equipment | | | | |
| 41 | | Programme & Progress | | | | |
| 42 | | Drawings Submitted for Comment | | | | |
| 47 | | Drawings | | | | |
| 44 | | Drawings Submittals | | | | |
| 45 | | Installation & Shop Drawings | | | | |
| 46 | | Builders Work Information | | | | |
| 47 | | Co-ordination | | | | |
| 48 | | Co-ordination on Site | | | | |
| 49 | | Alternative Manufacturers' Equipment | | | | |
| 50 | | Manufacturer's Technical Data | | | | |
| 51 | | Product, Equipment & Plant Performance Guarantees | | | | |
| 52 | | Packaging & Protection | | | | |
| 53 | | Final Inspection, Commissioning & Testing. | | | | |
| 54 | | System Demonstration. | | | | |
| 55 | | Training. | | | | |
| To Collection | | | | | | £ - |

| Ref | Exhibit No. | Description | Qty | Rate | | Amount |
|----------------------|-------------|---|-----|--------------|---------------------|--------|
| | | | | Fixed Charge | Time Related Charge | |
| | | | | £ | £ | £ |
| 56 | | Supply of Information | | | | |
| 57 | | Taking Dimensions for Drawings. | | | | |
| 58 | | Discrepancies between Drawings. | | | | |
| 59 | | Quality Assurance & Quality Control. | | | | |
| 60 | | Appearance & Fit. | | | | |
| 61 | | Alteration / Refurbishment Terminology | | | | |
| 62 | | Statutory Requirements | | | | |
| 63 | | Products & Work Generally. | | | | |
| 64 | | Snagging. | | | | |
| 65 | | Incomplete / Unacceptable Works. | | | | |
| 66 | | Work at and after Practical Completion. | | | | |
| 67 | | Defects during Defects Liability Period. | | | | |
| 68 | | Operations & Maintenance Manuals. | | | | |
| 69 | | Imperial War Museum London's Protocols. | | | | |
| 70 | | Good Behaviour. | | | | |
| 71 | | Requests for Information & Change Request Procedure | | | | |
| 72 | | Measurements of Variations, Certificates etc. | | | | |
| 73 | | Trade Contractor's General Cost Items Allowances. | | | | |
| 74 | | Pre-Construction Phase Health & Safety Plan. | | | | |
| 75 | | Health & Safety File Requirements. | | | | |
| To Collection | | | | | | £ - |
| | | Collection from | | | | |
| | | Page 1 | | | | £ - |
| | | Page 2 | | | | £ - |
| | | Page 3 | | | | £ - |
| | | Carried to Final Summary Summary | | | | £ - |

Scope of Works

| | Qty | Unit | Rate | £ |
|--|-----|------|------|-----|
| <p>Supply and install the following as per details included in specification information referenced on the tender drawing information.</p> <p>Refer to drawings: 001.0 Demolition Works, 001.1 Demolition Works RCP, 002.0 Demolition Works _Small Power, 002.1 Demolition Works RCP_Small Power, 003.0 Builders Works, 003.1 Building Works, SK001 Queue Unit, SK002.1, SK002.2, SK003, SK004, SK005, SK006, SK008, SK010, 228_401.0A basic table v2014 v2015, 228_401.1A basic table v2014 v2015, 228_402.0 basic table ends v2014 v2015, 228_403.0 basic table high display v2015, 228_404.0 basic table glass high display v2015, 228_406.0 table top angled book display v2015, 228_408.0A postcard unit v2015, 228_409.0 book unit v2015, 228_409.1 book unit v2015, 273_201.0 Typical slotted upright wall, 273_205.0 Perimeter shelves, 273_206.0 Under shelf rails, 273_207.0 Perimeter timber rail, 273_208.0 Perimeter peg board panels, 273_209.0 Perimeter Book shelves, 273_211.0 Poster unit and 273_212.0 Poster _ Print unit - Back wall.</p> | | | | |
| <p><u>Temporary Entrance Area.</u></p> <p>Prior to site works starting the Contractor is to remove part of the existing reception desk from its location in the Visitor Centre and re locate it out Museum opening of hours to the temporary museum entrance located in Airspace hanger.</p> | 1 | item | | £ - |
| <p>After Practical Completion, the Contractor is to remove the existing reception desk from its location in the Airspace hanger and dispose of off site out of Museum opening hours.</p> | 1 | Item | | £ - |
| <p><u>Demolitions</u></p> <p>Supply and install dust protection for all mechanical services within the Visitor Centre, including but not limited to all ducting vents, door heaters and toilet ventilation.</p> | 1 | Item | | £ - |
| <p>Supply and install protection for existing cash machine during the works.</p> | 1 | Item | | £ - |
| <p>Item 1 on plan) Remove existing shaped display table in the Main Entrance and dispose of off site</p> | 1 | Item | | £ - |
| <p>Item 2 on plan) Remove existing central reception desk and dispose of off site.</p> | 1 | item | | £ - |
| <p>Item 3 on plan) Remove existing VIP counter desk and rear unit and dispose of off site.</p> | 1 | item | | £ - |
| <p>Item 4 on plan) Remove existing comments unit and shaped wall fixtures' and dispose of off site</p> | 1 | item | | £ - |
| <p>Item 5 on plan) Remove existing shaped display unit including all shelving located in Main retail Area and dispose of off site. The Contractor should note that these units have existing lighting located in them which will also need to be removed.</p> | 2 | item | | £ - |
| <p>Item 6 on plan) Remove existing columns display backboard and shelving located in Main Retail area and dispose of off site</p> | 13 | item | | £ - |

| | | | | |
|---|-------|------|---|---|
| Item 7 on plan) Remove and dismantle existing monitors and suspension poles located in Main Retail Area and retain for Client use. | 4 | item | £ | - |
| Item 8 on plan) Remove existing black poster display wall located on the right hand side of the Main Retail Area on entry and dispose of off site. | 1 | item | £ | - |
| Remove all existing picture frames located on walls and dispose of off site. | 1 | item | £ | - |
| Item 9 on plan) Remove wall mounted display boards located in the Book Area and dispose of off site. | 3 | item | £ | - |
| Item 10 on plan) Remove existing long run of wall mounted shelving located in the Book Area and dispose of off site. | 1 | item | £ | - |
| Item 11 on plan) Remove existing shaped display unit including all shelving located in the Book Area and dispose of off site. The Contractor should note that these units have existing lighting located in them which will also need to be removed. | 1 | item | £ | - |
| Item 12 on plan) Remove and dismantle existing monitor located in the Book Area and retain for Client use. | 1 | item | £ | - |
| High level demolitions indicated as item 3 on drawing 291/001.1 | | | | |
| Remove and dispose of off site the existing the high level HVAC "Spine" cladding panels. Contractor to isolate all PA speakers and take down for re use. | 1 | item | £ | - |
| <u>Redecoration to existing walls</u> | | | | |
| Please refer to drawing 291/003 | | | | |
| Wall 1 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 10.5 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 10.5 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 10.5 | Lm | £ | - |
| Wall 2 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 103.6 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 103.6 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 103.6 | Lm | £ | - |
| Wall 3 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 10.5 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion pain to walls | 10.5 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 10.5 | Lm | £ | - |
| Wall 4 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 10.5 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 10.5 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 10.5 | Lm | £ | - |
| Wall 5 | | | | |

| | | | | |
|---|------|------|---|---|
| Make good repair and sand down wall and skirting ready to receive paint finish. | 47.2 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 47.2 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 47.2 | Lm | £ | - |
| Wall 6 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 30.8 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 30.8 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 30.8 | Lm | £ | - |
| Wall 7 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 57.2 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 57.2 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 57.2 | Lm | £ | - |
| Wall 8 | | | | |
| Make good repair and sand down wall and skirting ready to receive paint finish. | 6 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 6 | M2 | £ | - |
| Supply and install 2no. coats of coloured egg shell paint to skirting. | 6 | Lm | £ | - |
| Female WC | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 95.2 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 95.2 | M2 | £ | - |
| Male WC | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 84 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 84 | M2 | £ | - |
| WC Lobby | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 44.8 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 44.8 | M2 | £ | - |
| Disabled WC 1 | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 21 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 21 | M2 | £ | - |
| Disabled WC 2 | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 21 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 21 | M2 | £ | - |
| Baby Change | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 25.2 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 25.2 | M2 | £ | - |
| Cleaners Room | | | | |
| Make good repair and sand down wall ready to receive paint finish. | 25.2 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to walls | 25.2 | M2 | £ | - |
| Works to existing doors | | | | |
| Sand down, repair and make good all architraves to doors and prime and paint in 2 no. coats of coloured eggshell Paint. | 10 | item | £ | - |

| | | | | |
|--|-----|------|---|---|
| Sand down, repair and make good all doors faces and prime and paint in 2 no. coats of coloured eggshell Paint. | 10 | item | £ | - |
| <u>Works to Columns</u> | | | | |
| The Principal Contractor is to remove and dispose of off site the existing Column cladding to all columns to ceiling height (approximately 4m). | 15 | item | £ | - |
| Supply and install new column cladding to ha height of 4m, constructed from 50mm metal stud, clad in 1no. Layer of 12mm plywood faces in 1no. Layer of 12mm plasterboard and taped and jointed and sanded smooth to receive a paint finish | 246 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to all faces of columns. | 246 | M2 | £ | - |
| Supply and install 150mm high skirting constructed from MDF filled and sanded smooth to receive paint finish. | 470 | Lm | £ | - |
| Paint Skirting in 2no. Coats of a coloured eggshell paint. | 470 | Lm | £ | - |
| <u>Construct New Walls</u> | | | | |
| Wall locations are indicates on plan 291.003.1 | | | | |
| New Wall 1 (W1) | | | | |
| Supply and install 3m high curved partition wall constructed from 100mm metal stud framework finished on face side in 4no. layers of 4mm ply cross bonded, glued and screwed and finished in 1no. layer of 6mm plasterboard. Rear face of wall finish in 3no. layers of 4mm ply ross bonded, glued and screwed and finished and 1no. layer of 6 mm plasterboard. Wall cost to include metal painted restraints to existing ceiling. M2 for each side of wall | 36 | M2 | £ | - |
| Supply and install 18mm MDF end and top capping, filled and sanded smooth to receive paint finish. | 15 | Lm | £ | - |
| Supply and install curved skirting constructed from MDF filled and sanded smooth to receive paint finish. | 15 | Lm | £ | - |
| Wall to be taped and jointed, sanded smooth to receive 3 no. coats of a coloured emulsion paint. Skirting and wall capping to receive 1no. Primer coat and 2no. Coats of coloured emulsion paint. | 72 | M2 | £ | - |
| NOTE: 5No. LCD monitors will be housed on this wall. Ensure adequate fixing grounds. All cables to run within partition void. | | | | |
| New Wall 2 (W2) | | | | |
| Supply and install 3m high partition wall constructed from 100mm metal stud framework finished on both sides each to have 1no. layers of 12mm Ply and 1no. layer of 12mm plasterboard. Wall cost to include metal painted restraints to existing ceiling. M2 each side of wall | 6 | m2 | £ | - |
| Supply and install 18mm MDF top capping, filled and sanded smooth to receive paint finish. | 2 | Lm | £ | - |
| Wall to be taped and jointed, sanded smooth to receive 3 no. coats of a coloured emulsion paint. Skirting and wall capping to receive 1no. Primer coat and 2no. Coats of coloured emulsion paint. | 12 | item | £ | - |
| Supply and install 1no. Single door set including all ironmongery, signage, locks and architraves on both side of door. Door and architrave to be sanded smooth, primed and finished in 2no. Coats of eggshell paint. | 1 | item | £ | - |
| New Wall 3 (W3) | | | | |

| | | | | |
|--|-------|------|---|---|
| Supply and install 3m high partition wall constructed from 100mm metal stud framework finished on both sides each to have 1no. layers of 12mm Ply and 1no. layer of 12mm plasterboard. Wall cost to include metal painted restraints to existing ceiling. M2 for each side of wall | 12 | M2 | £ | - |
| Extra over for forming opening in wall. | 1 | item | £ | - |
| Supply and install 18mm MDF top and door way capping, filled and sanded smooth to receive paint finish. | 4 | lm | £ | - |
| Wall to be taped and jointed, sanded smooth to receive 3 no. coats of a coloured emulsion paint. Skirting and wall capping to receive 1no. primer coat and 2no. coats of coloured emulsion paint. | 24 | M2 | £ | - |
| New Wall 4 (W4) | | | | |
| Supply and install 3m high partition wall constructed from 100mm metal stud framework finished on both sides each to have 1no. layers of 12mm Ply and 1no. layer of 12mm plasterboard. Wall cost to include metal painted restraints to existing ceiling. M2 for each side of wall | 9.6 | m2 | £ | - |
| Supply and install 18mm MDF top capping, filled and sanded smooth to receive paint finish. | 7 | lm | £ | - |
| Wall to be taped and jointed, sanded smooth to receive 3 no. coats of a coloured emulsion paint. Skirting and wall capping to receive 1no. primer coat and 2no. coats of coloured emulsion paint. | 19.2 | item | £ | - |
| New Wall 5 (W5) | | | | |
| Supply and install 3m high partition wall constructed from 100mm metal stud framework finished on both sides each to have 1no. layers of 12mm Ply and 1no. layer of 12mm plasterboard. Wall cost to include metal painted restraints to existing ceiling. M2 for each side of wall | 18.6 | item | £ | - |
| Supply and install 18mm MDF top capping, filled and sanded smooth to receive paint finish. | 10 | Lm | £ | - |
| Wall to be taped and jointed, sanded smooth to receive 3 no. coats of a coloured emulsion paint. Skirting and wall capping to receive 1no. primer coat and 2no. coats of coloured emulsion paint. | 37.2 | item | £ | - |
| New Wall 6 (W6) | | | | |
| Supply and install 3m high partition wall constructed from 100mm metal stud framework finished on both sides each to have 1no. layers of 12mm Ply and 1no. layer of 12mm plasterboard. Wall cost to include metal painted restraints to existing ceiling. M2 for single side of wall only (both walls) | 7.8 | M2 | £ | - |
| Supply and install 18mm MDF top capping, filled and sanded smooth to receive paint finish. | 3 | Lm | £ | - |
| Wall to be taped and jointed, sanded smooth to receive 3 no. coats of a coloured emulsion paint. Skirting and wall capping to receive 1no. Primer coat and 2no. Coats of coloured emulsion paint. | 15.6 | item | £ | - |
| Supply and install 1no. Single door set including all ironmongery, signage, locks and architraves on both side of door. Door and architrave to be sanded smooth, primed and finished in 2no. Coats of eggshell paint. | 2 | item | £ | - |
| Ceilings | | | | |
| Main Entrance | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 40.66 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 40.66 | M2 | £ | - |
| Main Retail Area | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 290 | M2 | £ | - |

| | | | | |
|---|-----|------|---|---|
| Supply and install 3no coats of coloured emulsion paint to ceiling | 290 | M2 | £ | - |
| Book Area | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 105 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 105 | M2 | £ | - |
| Female WC | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 36 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 36 | M2 | £ | - |
| Male WC | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 32 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 32 | M2 | £ | - |
| WC Lobby | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 8 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 8 | M2 | £ | - |
| Disabled WC 1 | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 4 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 4 | M2 | £ | - |
| Disabled WC 2 | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 4 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 4 | M2 | £ | - |
| Baby Change | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 4 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 4 | M2 | £ | - |
| Cleaners Room | | | | |
| Make good repair and sand down existing ceiling ready to receive paint finish. | 4 | M2 | £ | - |
| Supply and install 3no coats of coloured emulsion paint to ceiling | 4 | M2 | £ | - |
| Floor Finish | | | | |
| Infill existing in ground floor boxes and sand smooth to receive floor point. | 2 | Item | £ | - |
| Remove badly fitting floor box at entrance end of the Main Retail Area and dispose off site. Make good and infill excavated hole and sand smooth to receive new floor paint finish. | 1 | Item | £ | - |
| Ensure all existing floor trunking lids are removable and fit correctly and have correct fixings. | 1 | Item | £ | - |
| Sand down smooth existing floor finish throughout. | 403 | M2 | £ | - |
| Supply and install durable coloured floor paint throughout the main Entrance, Main Retail area, WC Lobby and Book Area. | 403 | M2 | £ | - |
| Contractor to note there will be no flooring works to Disabled WC, Male WC female WC, Cleaner Cupboard or Baby Change room. | | | | |
| Electrical Works | | | | |

| | | | |
|--|--------|---|---|
| <p>Complete a full electrical Validation survey of all electrical and lighting circuits for the Visitor Centre. This work will need to be completed out of Museum working hours.</p> | 1 item | £ | - |
| <p>Isolate all electrical and lighting services to facilitate the demolition phase of the project</p> | 1 item | £ | - |
| <p>Remove all sockets and strip back all unused cabling back to distribution board and make good flooring located under counter (item 2 on demolition plan)</p> | 1 item | £ | - |
| <p>Remove all sockets and strip back all unused cabling back to distribution board and make good flooring located under counter (item 3 on demolition plan)</p> | 1 item | £ | - |
| <p>Remove all sockets located within columns for demolition, retain existing wiring for re use.</p> | 7 item | £ | - |
| <p>supply, install, test and commission new sockets to columns using existing wiring infrastructure</p> | 7 item | £ | - |
| <p>Remove and dispose of off site all light fittings in high level air-conditioning "spine" located in main retail area and retain existing wiring for re use.</p> | 1 item | £ | - |
| <p>further details of final electrical and lighting designs will be issued at a later date.</p> | | | |
| <p><u>Joinery</u></p> | | | |
| <p>Position references for joinery items can be found on drawing 291/003.1</p> | | | |
| <p>03/. Supply and install free standing Queue Unit. Formed out of solid oak frame with spray painted peg board and spray painted MDF infill panels. Each unit to be overall 3600mm long x 1030mm high x 300mm wide. The Contractor should allow for securing each unit to the existing concrete floor using resin anchors. Reference Drawing: 291/SK001</p> | 3 item | £ | - |
| <p>04/. Supply and install admission desks constructed from MDF with oak veneer finish, formed brushed stainless steel frontage with rivet detail. Allow for internal finishes to all surfaces and shelving, doors to have heavy duty cabinet hinges, locks and skirting to be finished in a coloured eggshell paint. To include 5no. inset acrylic book holders 1no. for each desk. Reference Drawing: 291/SK002.1 and 291/SK002.2</p> | 5 item | £ | - |
| <p>08/. Supply and install Admissions desk / low level counter. Counter is to be constructed from MDF with oak veneer finish. Contractor to allow for an internal finish to all surfaces shelving, doors to include heavy duty cabinet hinges, locks and skirting to receive a coloured eggshell paint finish. Counter top to be finished in brushed stainless steel including a bull nosed edge detail and incorporating rivet detail. Contractor to include for access gate formed out of MDF with oak veneer finish with heavy duty hinges, latch and skirting. Reference Drawing: 291/SK003</p> | 1 item | £ | - |
| <p>08/. Contractor to include for rear shelving unit constructed from oak veneered MDF overall 760mm high, 300mm deep and 2200mm long. Reference Drawing: 291/SK003</p> | 1 item | £ | - |

| | | | | |
|--|----|------|---|---|
| <p>11/. Supply and install onto newly lined columns oak veneered pegboard to all sides to a continuous height (2400mm) with recessed slotted strip. Reference Drawing: 291/SK004</p> | 14 | item | £ | - |
| <p>15/. Supply and install Column Merchandise Units. Units to be free standing table formed out of solid oak frame with laminated plywood top. Reference Drawing: 291/SK004</p> | 5 | item | £ | - |
| <p>16/. Supply and install Mid Floor Merchandise Display. Units to be free standing tables formed out of solid oak frame with laminated plywood top. Contractor to include low level display / storage unit under. These tables are displayed as singular modules and double modules. Reference Drawing: 291/SK005</p> | 10 | item | £ | - |
| <p>17/. Supply and install perimeter Wall Display. Book shelf version. Wall system main framework in MDF with either laminate or oak veneer panels on split batons. Contractor to allow for 4no. Bays each 1000mm wide x 3000mm high including 6no. shelves as indicated on detailed drawing. Reference Drawing: 273/209.0.</p> | 12 | item | £ | - |
| <p>18/. Mid Floor Merchandise Display. Free standing table formed out of solid oak frame with laminated plywood top. Reference Drawing: 291 SK004</p> | 2 | item | £ | - |
| <p>20/. Supply and install children's column merchandise unit. Table framework formed out of solid oak frame with laminated plywood top. Reference Drawing: 291/SK006</p> | 1 | item | £ | - |
| <p>20/. Contractor to supply and install low level display / storage unit under. Reference Drawing: 291/SK006</p> | 4 | item | £ | - |
| <p>20/. Supply and install 2no. Large shelves and 2no. Small shelves constructed from laminated plywood with a solid oak timber edge detail. Reference Drawing: 291/SK006</p> | 1 | item | £ | - |
| <p>21/. Supply and install perimeter Wall Display. Multiple display version. Contractor to allow for rear panel for wall system main framework in MDF with either laminate or oak veneer panels on split batons. Rear units each to be 1000mm wide x 3000mm high. Contractor to include for 6no. free standing tables as Item 16 at lower level. Reference Drawing: 273/205.0</p> | 6 | item | £ | - |
| <p>21/. Supply and install shelving including fittings as indicated on drawings. Reference Drawing: 273/205.0</p> | 2 | item | £ | - |
| <p>21/. Supply and install shelving including fittings as indicated on drawings. Reference Drawing: 273/206.0</p> | 2 | item | £ | - |
| <p>21/. Supply and install shelving including fittings as indicated on drawings. Reference Drawing: 273/ 207.0</p> | 1 | item | £ | - |
| <p>21/. Supply and install 4no. Pegboard over panels including fittings as indicated on drawings. Reference Drawing: 273/208.0</p> | 1 | item | £ | - |

| | | |
|---|--------|-----|
| <p>22/. Fitting Room. Contractor to supply and install 1no. oak framed mirror 200mm high x 400mm wide, 4no. coat hooks and 1no. solid oak bench seat.</p> | 1 item | £ - |
| <p>24/. Supply and install Perimeter Wall Display. Book shelf version. Wall system main framework in MDF with either laminate or oak veneer panels on split batons. Contractor to allow for rear units to be 1000mm wide x 3000mm high. Reference Drawing: 273/201.0</p> | 6 item | £ - |
| <p>24/. Supply and install shelving as indicated on drawings, each bay to include for 6no. Shelves. Reference Drawing: 273/209.0.</p> | 6 item | £ - |
| <p>24/. Supply and install free standing tables as Item 16 at lower level.</p> | 6 item | £ - |
| <p>26/. Supply and install Perimeter Wall Display. Book shelf version. Wall system main framework in MDF with either laminate or oak veneer panels on split batons. Contractor to allow for rear units to be 1000mm wide x 3000mm high. Reference Drawing: 273/201.0</p> | 5 item | £ - |
| <p>26/. Supply and install shelving as indicated on drawings, each bay to include for 6no. Shelves. Reference Drawing: 273/209.0.</p> | 5 item | £ - |
| <p>26/. Supply and install free standing tables as Item 16 at lower level.</p> | 5 item | £ - |
| <p>27/. Supply and install Free standing tall book unit. Reference Drawing: 228/409.0 & 228/409.1</p> | 1 item | £ - |
| <p>29/. Supply and install mid floor merchandising unit as per drawing. Reference Drawing: 228/401.0</p> | 2 item | £ - |
| <p>29/. Supply and install low level "nest table" as per drawing Reference Drawing: 228/401.1.</p> | 4 item | £ - |
| <p>29/. Supply and install table top displays onto table tops as per drawing. Reference Drawing: 228/406.0</p> | 2 item | £ - |
| <p>31/. Glass display tank. To sit between columns and incorporate pegboard column cladding. Allow for support mechanism above for suspended product on wires. Allow for recessed vertical LED strip lighting. Allow for lighting rig over. Glass to include door access with patch fittings and locks. Reference Drawing: 291 SK011</p> | 1 item | £ - |
| <p>32/. Supply and install perimeter Wall Display. Poster & print version. Wall system main framework in MDF with either laminate or oak veneer panels on split batons. Units to be 1000mm wide x 3000mm high. Reference Drawing: 273/212.0</p> | 3 item | £ - |
| <p>32/. Supply and install free standing tables as Item 16 at lower level.</p> | 3 item | £ - |
| <p>32/. Supply and install perimeter Wall Display. Contractor to allow for 6no. selves per bay as indicated on drawing. Reference Drawing: 273/209.0</p> | 3 item | £ - |
| <p>33/. Supply and install Perimeter Wall Display. Poster & print version. Wall system main framework in MDF with either laminate or oak veneer panels on split batons. Unit to be 1000mm wide x 3000mm high as per drawing. Reference Drawing: 273/211.0</p> | 4 item | £ - |

| | | | | |
|--|--------|---|---|---|
| <p>33/. Supply and install lower level unit as indicated on drawing. Reference Drawing: 273/211.0</p> | 4 item | £ | - | |
| <p>34/. Supply and install mid floor postcard display units. Formed out of solid oak framework with angled shelving to both sides. Reference Drawing: 228/408.0</p> | 2 item | £ | - | |
| <p>36/. Supply and install retail Cash Desk. Formed out of solid oak framework, brushed stainless steel with rivet detail, flush laminate surfaces and pegboard display to front. Allow for internal finishes to all surfaces, shelving, doors on heavy duty cabinet hinges, locks and skirting. Formed in sections. Shown with 3No. till points. Reference Drawing: 291/SK007</p> | 1 item | £ | - | |
| <p>38/. Supply and install window display units. Unit to be 2290mm wide x 400mm deep x 2475mm high. Unit constructed from solid oak framework with open laminated glass fronts, including laminated glass shelving with polished edges and a laminated MDF solid base Inc. storage at base. Contractor to allow for internal finishes to all surfaces, 4no. shelves to each unit, doors on heavy duty cabinet hinges, locks and skirting finished in a eggshell paint finish. Contractor to allow for unit to be securely fixed to existing floor. Reference Drawing: 291/SK008</p> | 1 item | £ | - | |
| <p>38/. Supply and install window display units. Unit to be 790mm wide x 400mm deep x 2475mm high. Unit constructed from solid oak framework with open laminated glass fronts, including laminated glass shelving with polished edges and a laminated MDF solid base Inc. storage at base. Contractor to allow for internal finishes to all surfaces, 4no. shelves to each unit, doors on heavy duty cabinet hinges, locks and skirting finished in a eggshell paint finish. Contractor to allow for unit to be securely fixed to existing floor. Reference Drawing: 291/SK008</p> | 2 item | £ | - | |
| <p>39/. Supply and install pod wall unit. Oak veneered MDF panels with surface fixed contrasting panel and front mounted LCD touch screens. To be fixed back to existing column structure. All cable runs to be within panel void. NOTE: Monitor client supply with contractor install. Reference Drawing: 291/SK009</p> | 1 item | £ | - | |
| <p>41/. Supply and install window display units. Unit to be 2290mm wide x 400mm deep x 2475mm high. Unit constructed from solid oak framework with open laminated glass fronts, including laminated glass shelving with polished edges and a laminated MDF solid base Inc. storage at base. Contractor to allow for internal finishes to all surfaces, 4no. shelves to each unit, doors on heavy duty cabinet hinges, locks and skirting finished in a eggshell paint finish. Contractor to allow for unit to be securely fixed to existing floor. Reference Drawing: 291/SK008</p> | 3 item | £ | - | |
| <p>Cleaning Contractor to include for the following cleaning Existing entrance glazing and access doors. Clean down all surfaces and ensure all parts are in good working order. No additional works.</p> | 3 item | £ | - | |
| <p>Existing ETFE roof structure to remain. Allow for remedial works and cleaning only.</p> | 3 item | £ | - | |
| <p>40/. Existing entrance / exit glazed lobby. Clean down all surfaces and ensure all parts are in good working order. No additional works</p> | 3 item | £ | - | |
| Carried to Collection | | | £ | - |

| Prime Costs for Nominated Contractor Works | | | | |
|--|-----|------|-----------|-------------------|
| | Qty | Unit | Rate | £ |
| Note: All Prime Cost Sums may be deducted in whole or in part if not required, without compensation to the Contractor | | | | |
| The Principal Contractor will be required to order the following services from the incumbent nominated Contractors below. | | | | |
| Provide the following Prime Cost Sums for works to be executed by nominated Sub-Contractors including Main Contractor's discount: | | | | |
| <u>Nominated Subcontractors</u> | | | | |
| <u>Security Costs</u> | | | | |
| Shield is the incumbent security contractor, this cost is to cover late night works for:- | | | | |
| Installing the exterior hoardings and moving the existing counter to Airspace for the temporary entrance | 10 | hrs | £11.78 | £117.80 |
| removing the exterior hoardings and moving the existing counter to Airspace for the temporary entrance | 10 | hrs | £11.78 | £117.80 |
| 5no. Delivery's each of 5 hours overtime to facilitate the installation | 25 | hrs | £11.78 | £294.50 |
| 3no. Nights work to conduct an electrical validation survey of all electrical and lighting circuits | 30 | hrs | £11.78 | £353.40 |
| any further delivery / security requirements that the Principal Contractor feels that should be accounted for. | | hrs | £11.78 | £0.00 |
| Principal Contractor to add % | | % | | £883.50 |
| Add for Principal Contractor's profit | 1 | Item | £0.00 | £0.00 |
| Add for general and special attendance | 1 | Item | | £0.00 |
| Sub total for Security Works | | | | £883.50 |
| <u>Data Install Costs</u> | | | | |
| G-Lan are the incumbent data contractor who will undertake the installation of all data cabling during the works. These works have been quoted and the quote can be found in Appendix 6 of this tender information. | 1 | Item | £2,505.00 | £2,505.00 |
| Principal Contractor to add % | | % | | £2,505.00 |
| Add for Principal Contractor's profit | 1 | Item | £0.00 | £0.00 |
| Add for general and special attendance | 1 | Item | | £0.00 |
| Sub total for Data Works | | | | £2,505.00 |
| <u>Security Install Costs</u> | | | | |
| Pointers are the incumbent security contractor who will undertake the installation of all security systems during the works. These works have been quoted and the quote can be found in Appendix 5 of this tender information. | 1 | Item | £6,995.44 | £6,995.44 |
| Principal Contractor to add % | | % | | £6,995.44 |
| Add for Principal Contractor's profit | 1 | Item | £0.00 | £0.00 |
| Add for general and special attendance | 1 | Item | | £0.00 |
| Sub total for Security Works | | | | £6,995.44 |
| Carried to Collection | | | | £10,383.94 |

| Provisional Sums | | | | | |
|---|--|-----|------|------------|-------------------|
| | | Qty | Unit | Rate | £ |
| Note: All Provisional Sums may be deducted in whole or in part if not required, without compensation to the Contractor | | | | | |
| <u>Provisional Sums</u> | | | | | |
| A | Additional data infrastructure | 1 | PC | £4,000.00 | £4,000.00 |
| B | Light fittings and installation | 1 | PC | £30,000.00 | £30,000.00 |
| C | Monitor supply and installation | 1 | PC | £10,000.00 | £10,000.00 |
| D | Signage | 1 | PC | £3,000.00 | £3,000.00 |
| E | Central spine lighting feature | 1 | PC | £7,000.00 | £7,000.00 |
| F | Shop fitting shelving and accessories | 1 | PC | £3,000.00 | £3,000.00 |
| G | Graphics | 1 | PC | £2,500.00 | £2,500.00 |
| H | Supply and install of upholstered bench seat to Column | 1 | PC | £2,000.00 | £2,000.00 |
| I | Film to book area windows | 1 | PC | £500.00 | £500.00 |
| J | Movement of cash machine | 1 | PC | £6,500.00 | £6,500.00 |
| <u>Client supplied items</u> | | | | | |
| | Queue Barrier. Freestanding. Client supply. | | | FOC | |
| | Table and soft seating. Client supply. | | | FOC | |
| | 2no. Pod monitors client supply with contractor install. | | | FOC | |
| Carried to Collection | | | | | £68,500.00 |

| Additional Items | | | | |
|---|-----|------|------|-----|
| | Qty | Unit | Rate | £ |
| Drawing Coordination. The Principal Contractor is to enter any additional items he considers necessary to carry out the works as required by the specification and/or shown on the drawings, in the schedule below. | 1 | item | | £ - |
| Carried to Final Summary Summary | | | | £ - |

| Dayworks | | | | |
|---|--|---------------------|--|---------------------|
| <p>Hourly Rates The following hourly rates may be used to cost any additional work requested by the IWM under the Contract, but falling outside the original scope of Works.</p> <p>The hourly rates are deemed to be fully inclusive of all direct and indirect costs, overheads and profit and are firm for the duration of the Contract.</p> | | | | |
| | Fixed Charge (1no. Day @ 10no. hours) | | Time Related Charge (Per 1no. Hour) | |
| | Daytime | Out-of-hours | Daytime | Out-of-hours |
| Pre Site Works | | | | |
| Project Manager | | | | |
| Draughtsman | | | | |
| Shop Foreman | | | | |
| Joiner | | | | |
| Metalworker | | | | |
| Electrician | | | | |
| Specialist Trade | | | | |
| Painter | | | | |
| Site Works | | | | |
| These rates are to include all associated costs. | | | | |
| Project Manager | | | | |
| Site Manager | | | | |
| Joiner | | | | |
| Metalworker | | | | |
| Electrician | | | | |
| Specialist Trade | | | | |
| Labourer | | | | |
| Painter | | | | |

| Fixed Charge (1no. Day @ 10no. hours) | | Time Related Charge (Per 1no. Hour) | |
|--|--------------|--|--------------|
| Daytime | Out-of-hours | Daytime | Out-of-hours |

Any other personnel or Sub Contractor mark-ups that may be required should be filled in within the blank lines. Any additional personnel nominated after completion of this tender will not be eligible for payment claim.

| Fixed Charge (1no. Day @ 10no. hours) | | Time Related Charge (Per 1no. Hour) | |
|--|--------------|--|--------------|
| Daytime | Out-of-hours | Daytime | Out-of-hours |
| | | | |

Section 8 – Valuation Procedure

Introduction

In order to be paid for Works completed the Principal Contractor (payee) must submit a monthly valuation of the Works completed. A valuation should reflect the line items as agreed within the Contract and any subsequent variations to that Contract. Each month you should show a percentage complete against those line items whether they be for items physically produced or for items you have procured on behalf of the Client (payer) or management (specified person), or for attendance, drawings etc.

This document is intended to assist in the smooth and expedient process of the production, review, agreement and payment of Payee valuations.

How to submit a valuation

During the contract engrossment period, the payee should submit a sample of their valuation document that they intend to use for this project to the Project Manager for approval. The Project Manager may ask payee to adjust some or all elements of this document in order to align it with the overall valuation process.

It is anticipated that the Payee will produce a monthly valuation during the middle of the calendar month (Application date of 14th of each month unless a weekend where it would be the next day of business) which values actual Works complete to that point i.e. the first two weeks work of that month; and a forecast of the Works that will be complete by the end of the month.

The Payee must be aware that all valuations submitted up to, but not including, the penultimate valuation (i.e. the valuation submitted post practical completion) must show the total valuation figure and the 5% retention as agreed in the Contract (therefore the Payee should show the total claim for the month and the figure less 5% which will actually be claimed). This 5% retention will accrue month on month until the submission of the penultimate valuation (i.e. that which coincides with the issuance of the practical completion certificate) at which point, assuming there are no significant outstanding items, snags or defects; 50% of the accrued amount can be claimed as part of the valuation. The outstanding 50% will be available for claim 1 year after the date of interim project completion (again, assuming there are no outstanding works, snags or defects) on settlement of the Payee's final account.

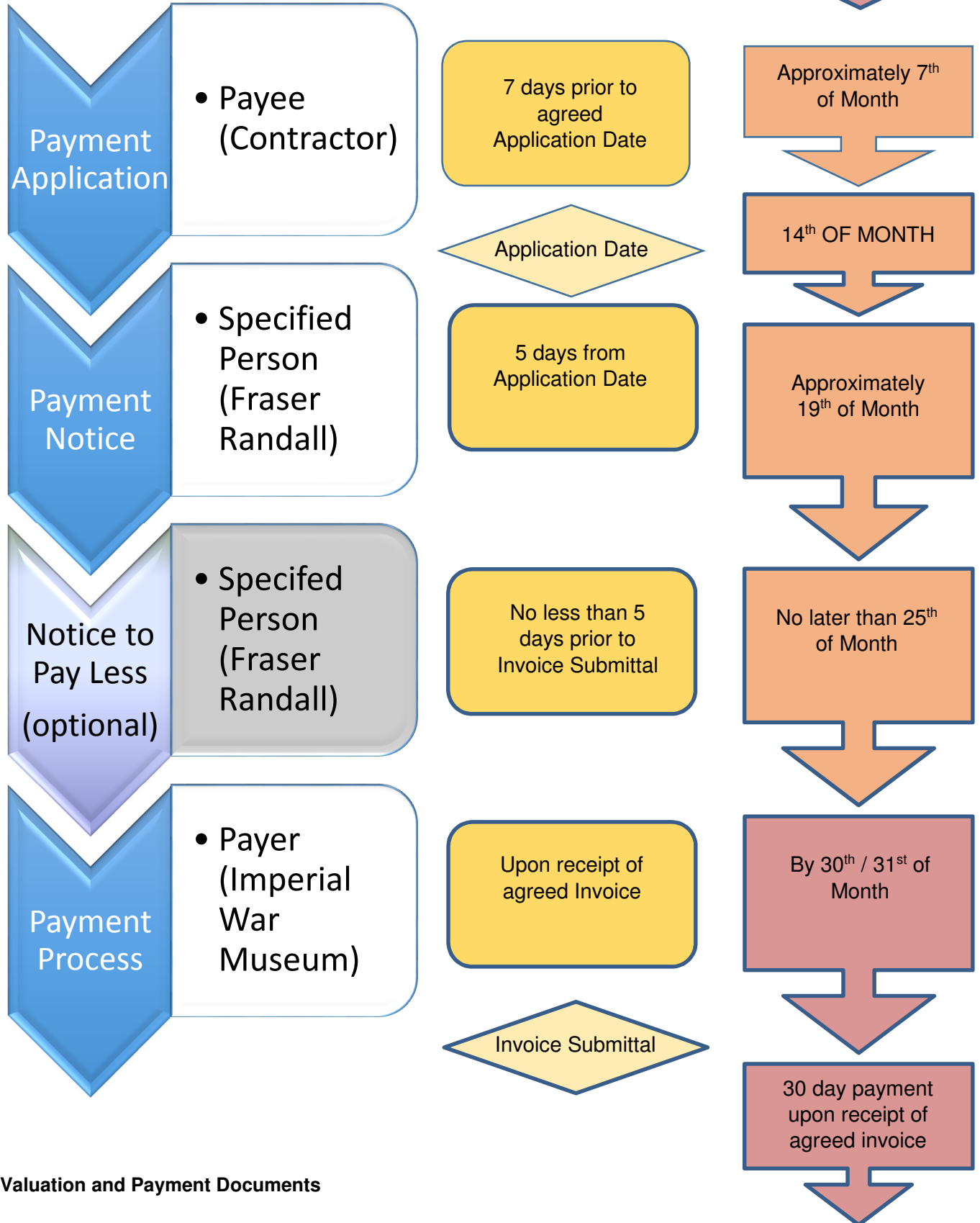
Payment of valuations must now follow the approved process as set out under the Local Democracy, Economic Development & Construction Act 2009 which came into force on 1st October 2011. The Payee should submit an application for payment no less than 7 days prior to the agreed application date (approximately 14th of the month) as set out in the payment schedule. The payer or specified person then has 5 days after the application date in which to issue a payment notice. If the payer does not issue the payment notice within this 5 day period, the payee may issue a notice stating the amount to be paid. The giving of this notice acts to delay the date for invoice submittal for payment by the same number of days as the notice is after the application date. The payer must agree the notified sum on or before the date for invoice submittal unless a notice is given by the payer or specified person of the intention to pay less than the notified sum. When the invoice with the agreed amount is submitted, the client will pay within 30 days.

The flowchart on the following pages indicate this process

The Payee should be aware that if they are claiming for any materials or items that have been built or procured for the project and not yet delivered to Site, in order to include them in the monthly valuation, the Payee must include a vesting certificate (please see example at the end of this section). This must be backed up with physical proof including photographs showing the vested item which should be clearly labelled as the property of the Client. The Payee may also be required to make arrangements for the Project Manager, the Designer, or any other party to view the materials in situ.

The Payee should be aware that the beginning of a valuation period may not start on the 1st of the month if it is not a weekday.

Valuation & Payment Flowchart



Name

Payee Name

Address

Postcode

Date

Dear Name,

RE: Visitor Centre refurbishment project, Imperial War Museums Duxford

Valuation 1

We recommend that under the terms of the above Contract an invoice is raised for the following amount £ [redacted] as an interim payment as detailed on the attached Valuation Approval in relation to Payee Valuation # dated **Date**.

Please send invoice in hard copy with a copy of the Valuation Approval to:

[redacted]

[redacted]

[redacted]

Payee name will receive payment 30 days after the date of invoice.

All payment queries are to be directed to: IWML

Yours sincerely

Richard Ainsworth

Project Manager

Fraser Randall Productions Limited

The Ship

228 Long Lane

London. SE1 4QB

Copy [redacted]

[redacted]

VESTING CERTIFICATE IF APPLICABLE

Certificate of Indemnity for Fabricated Works Stored Off Site

We _____ of _____ hereby make an application for an interim payment of £ _____ being the value of goods and materials manufactured and stored off site at our premises at _____ which are ready for delivery.

In consideration of receiving payment under the Conditions of Contract we hereby undertake to transfer the property in the following goods and materials to the Client (IWM) before delivery to the Site.

We also declare:-

- a) That the goods and materials (a priced inventory of which is attached hereto) are specifically for use in (hereinafter referred to as "The Contract Works") at (hereinafter referred to as "The Site").
- b) That we hold absolute title to the goods and materials or the contract for the supply of the same expressly provides that that property therein passes unconditionally to us.
- c) That nothing remains to be done to the goods and materials to complete the same up to the point of their incorporation in the Works.
- d) That such goods and materials have been and are set apart at the above mentioned address and have been clearly and visibly marked by means of an indelible marker so as to identify:-
 - (i) where they are stored on the premises, that they are the property of and the person to whose order they are held; and
 - (ii) their destination as being the Works.
- e) The goods and materials have been manufactured in strict accordance with the Contract between the Payee and IWM, dated
- f) That we will not except for use upon the Works remove or cause or permit the same to be removed from the premises where they are.

g) We shall remain responsible for any loss or damage and for the cost of storage, handling and taking out and maintaining insurance, at no additional cost, of the said goods and materials for their full value under a policy of insurance protecting the interests of the Client in respect of any loss or damage whatsoever howsoever caused (save only as indicated in the Contract) of or to the said goods and materials whilst they are in store, in our possession or in transit to the Site during the period commencing with the transfer of the property in the goods and materials to The Client until they are delivered to or adjacent to the Works.

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

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

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

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

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

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

SIGNED:.....

POSITION HELD:.....

FOR AND ON BEHALF OF:.....

DATE:.....

Imperial War Museums Duxford
Visitor Centre refurbishment project. . Contract No. IWM/Ret/1378



Sample Valuation Approval

| | |
|--|-------------------------|
| Project Title: Visitor Centre refurbishment project, Imperial War Museums Duxford | |
| Contractor: _____ | Application No: _____ |
| _____ | Application Date: _____ |

Contract Data

Provisional Contract Sum

Variations Total £ -

Total Contract Value £ -

This Valuation

Valuation no : **1**

Gross Value:

Retention: £ -

Less retention: £ -

Less Previous Approved: £ -

Amount to be invoiced: £ -

Approved for Payment _____ Fraser Randall

Checked _____ Drinkall Dean

Valuation History

| Application No | Application Date | Gross Value | Retention | Amount to Invoice |
|----------------|------------------|------------------------|------------------------|------------------------|
| 1 | | | £ - | £ - |
| 2 | | £ - | £ - | £ - |
| 3 | | £ - | £ - | £ - |
| 4 | | £ - | £ - | £ - |
| 5 | | £ - | £ - | £ - |
| 6 | | £ - | £ - | £ - |
| 7 | | £ - | £ - | £ - |
| 8 | | £ - | £ - | £ - |
| Totals: | | £ - | £ - | £ - |

Section 9 – Certificate of Bona Fide Tender

CERTIFICATE OF BONA FIDE TENDERING

1. I declare that this is a bona fide Tender, intended to be competitive and that I have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person ('person' includes any persons any body or association, corporate or incorporate; and) except as disclosed on this Certificate under 7 below.
2. I declare that the Company is not aware of any connection with a member of the Imperial War Museums London staff which could affect the outcome of the bidding process.
3. I declare that I have not done and I undertake that I will not do at any time any of the following:-
 - a) communicate to any person, including the addressee calling for the Tender, the amount or approximate amount of the proposed Tender;
 - b) enter into any agreement or arrangement with any other person or body that he or it shall refrain from tendering or as to the amount of any Tender to be submitted;
 - c) enter into any agreement or arrangement with any other person or body that we will refrain from tendering on a future occasion;
 - d) offer or pay, or agree to pay, any sum of money or valuable consideration directly or indirectly to any person for doing or causing to be done in relation to any other tender for the said work any act of the kind described above;
 - e) canvas or solicit the Imperial War Museums London staff or representatives thereof.
4. I understand that any instances of illegal cartels or market sharing arrangements suspected by the Imperial War Museums London will be referred to the Office of Fair Trading for investigation and may be subject to action under the Restrictive Trade Practices Act 1976.
5. I understand that any misrepresentations may also be the subject of criminal investigation or used as a basis for civil action.
6. In this Certificate "agreement" or "arrangement" includes any transaction private or open, or collusion, formal or informal, and whether or not legally binding.
7. Disclosure: _____

Signed: _____

Name (Print): _____

in the capacity of: _____

duly authorised to sign this Certificate for and on behalf of:

_____ (state company name)

Date ____/____/15