

**Procurement & Contracts**

Shirehall, Abbey Foregate  
Shrewsbury, SY2 6ND



date as email

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Please ask for: [REDACTED]

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Sirs

**IMC 071 - A FRAMEWORK AGREEMENT FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF DEMOUNTABLE BUILDINGS**

**SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Tender Response Document
2. Instructions for Tendering
3. Framework Specification Schedule
4. Notional Building Design for pricing including Site Plans and Drawings, mechanical and electrical drawings and specifications and Pre-Construction Phase Health & Safety Information Pack)
5. Contract Preliminaries
6. Appendix A - Drawing Issue Sheet
7. Appendix B – BREEAM Credits Principle Contractors Responsibilities/Obligations
8. Appendix I - Additional Clauses to Standard Form Contracts
9. Appendix J – Example Form of Agreement
10. Appendix K - Sustainable Construction Policy
11. Appendix L - Managing Contractors – A Guide For Managers
12. Return Label

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 6 August 2013** any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**

- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
  - Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
  - Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
  - Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline
- Tenders **cannot** be accepted if:
- Tenders are received by facsimile or email
  - Tenders are received after **12 noon on the given deadline**
  - Tenders bear any marks identifying the tenderer

### European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 21 June 2013 to appear in the Supplement to the Official Journal of the European Union.

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

### Other Details

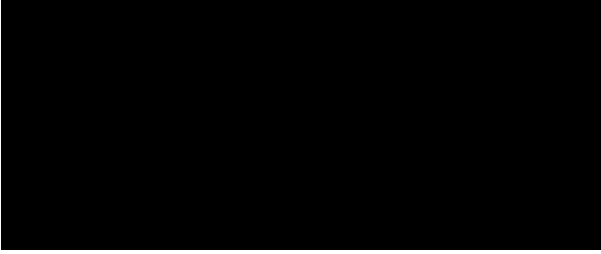
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully

personal info



Commissioning & Procurement  
Enc



# **INSTRUCTIONS FOR TENDERING**

**IMC071 - A FRAMEWORK AGREEMENT FOR THE  
SUPPLY, INSTALLATION AND MAINTENANCE OF  
DEMOUNTABLE BUILDINGS**

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## **1.0 Invitation to Tender**

**1.1** You are invited to tender for a framework arrangement for the supply, installation and maintenance of demountable building facilities. Contractors accepted onto the framework will be invited to tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document.

The framework will be for an initial period of 12 months commencing on the 1<sup>st</sup> September 2013 with the option exercisable by the Shropshire Council to extend annually subject to satisfactory price and performance up to the 31<sup>st</sup> August 2017. Please note any annual price increases shall not exceed the percentage increase in the BIS PUBSEC Tender Price Index of Public Sector Building Non-Housing in the preceding 12 month period.

**1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document and the other Invitation to Tender documents. Projects procured under this framework are to be administered using the "JCT 2011 Intermediate with contractor's design" form of contract.

**1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

**1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

**1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.

**1.6** The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services in inviting them to tender.

**1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

**1.8** The Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

## **2.2 Terms and Conditions**

**2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

**2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, will form part of a framework of suppliers and will be required to provide tenders for individual projects in accordance with the contract throughout the duration of the framework agreement.

## **3.0 Preparation of Tenders**

### **3.1 Completing the Tender Response Document**

**3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

**3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

### **3.2 Tender Preparation and Costs**

**3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required

to perform the contract.

- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms “Nil” and “included” are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- 3.2.6** It shall be the Tenderer’s responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council’s requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, ‘joint and several’ guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions



#### **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon 6 August 2013**. One hard copy and one CD copy of your Tender Response Document must be returned.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

#### **5.0 Variant Bids**

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## **7.0 Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED], Procurement and Contracts, Shropshire Council, (email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)) quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **30 July 2013**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

- 8.1** The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

**8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

**8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

**9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

**9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

**9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

**9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

**9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

**9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

**9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

**9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

- 9.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
  - 9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
  - 9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
  - 9.5.4 the Tenderer is legally required to make such a disclosure.
- 9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## 9.7 **Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## 10.0 **Freedom of Information**

- 10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear

indication as to what material is to be considered confidential and why should be given.

**10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

**10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

## **11.0 Disqualification**

**11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

**11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

**11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

**11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

**11.1.4** The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

As part of its procurement strategy the Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

## **13.0 Award of Contract**

### **13.1 Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of work to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

## **15.0 Acceptance**

- 15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 15.2** If accepted, the Contractor will form part of a framework of contractors for the supply, installation and maintenance of demountable building facilities who will be asked to tender as appropriate for specific projects throughout the duration of this framework arrangement. Once a tender is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.
- 15.3** Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you tender for individual projects. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general market rises.
- 15.4** All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.
- 15.5** Please also note that the Council will monitor the quality of product and work supplied under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.
- 15.6** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the framework arrangement being 1<sup>st</sup> September 2013.

## **16.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

**17.0 Liability of Council**

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**18.0 Declaration**

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....

Date .....







# Tender Response Document

**IMC071 - A FRAMEWORK AGREEMENT FOR THE  
SUPPLY, INSTALLATION AND MAINTENANCE OF  
DEMOUNTABLE BUILDINGS**

Name of TENDERING  
ORGANISATION  
(please insert)

## Shropshire Council Tender Response Document

**Contract Description:**

A Framework for the provision of new bespoke demountable buildings with associated external works, the transfer of existing demountable buildings and maintenance of existing demountable buildings within the County of Shropshire.

### **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: [REDACTED] via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

### **Contents**

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<b>You must sign all 4 certificates in sections A1 to A4</b>		
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## **Award Criteria**

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions.

### **Selection Criteria - Pass/Fail Questions**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1.1 – 1.5	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section B Q 1.6 – 1.10 & Section F / Q 1 & 2	Adequate Experience, competency, resources and references
Section G / Q 1.1 and 1.2	Adequate Accreditations and Skills Level

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section C Insurances – Please note this is a mandatory pass/fail requirement and applicants must hold the relevant insurances for the levels required.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Please also note that Section E Question 1 CHAS or Equivalent is a mandatory pass/fail requirement

Section F Experience and References & Section G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded

## Award Criteria

### Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Total Marks Available
<b>Price 50% (500 marks)</b>		
Section H / Q 2.1	Price Notional Build	40% / 400 max marks
Section H / Q 2.2	Maintenance Rates	10% / 100 max marks
<b>Total for price</b>		<b>50% / 500 max marks</b>
<b>Quality 50% (500marks)</b>		
Section H / Q 1.1	Resources	10% / 100 max marks
Section H / Q 1.2	Design and Build Quality	20% / 200 max marks
Section H / Q 1.3	Sustainability and Life Cycle costs	10% / 100 max marks
<b>Section E / Q 2a + b Section G 1.1 &amp; 1.2</b>	<b>CSCS qualifications Qualifications and Accreditations</b>	<b>5% / 50 marks 5% / 50 marks</b>
<b>Total for quality</b>		<b>50% / 500 max marks</b>

All part questions within Section H Questions 1.1, 1.2 and 1.3 and Section E questions 2a and b and section G 1.1 & 1.2 are weighted equally within those sections.

### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	

<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

**The tender receiving the highest mark for Quality overall will receive the full 50% (500 marks) available for Quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality overall.**

### **Price Evaluation and scoring**

In Section H question 2.1 you must submit an all-inclusive price, with breakdown, for a 'notional' demountable building including delivery, external works and contract preliminaries, as per the attached design drawings. The specification and requirements for this 'notional' building and for individual projects awarded under this framework, are outlined in 'Framework Specification Schedule – Preface'. You should provide a breakdown of rates for all items laid out as per the 'Framework Specification' document.

Where a contractor's design is required you will need to submit the necessary drawings and details to demonstrate compliance with performance specification requirements and compliance with statutory legislation.

You must **also separately** complete prices for all items on specification schedule document which will form the basis of a schedule of rates for this framework. These prices must be consistent with the rates for the breakdown in the notional building pricing.

The most competitively priced tender will receive the maximum mark for price being **400**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

In Section H question 2.2 you are asked to submit rates for maintenance and refurbishment of existing demountable buildings.

The most competitively priced tender will receive the maximum mark for price being 10. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender. Any mark weightings are detailed in the questions below.

### **Award onto Framework**

The top 3 scoring tenderers whose tenders also pass all pass/fail requirements (if there are 3 such tenderers available) will be invited onto the framework .

### **Also how will awards be made from framework?**

For each individual new demountable project successful framework contractors will be invited to tender based on individual design information for that project (consistent with design information provided in this tender for 'notional' building). The contract will be awarded to the most competitive tender from the individual project tender.

**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Framework to supply, installation and maintenance of Demountable Buildings

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply, installation and maintenance of Demountable Buildings at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ..... Name.....

Date .....

Designation .....

Company.....

Address .....

.....

..... Post Code .....

Tel No ..... Fax No .....

E-mail address .....

Web address .....



**Section A:**  
**2. Non-Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

**Section A:**  
**4. Declaration of Connection with Officers or Elected Members of the Council**

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

**Yes / No**

If yes, please give details:

Name	Relationship

***Please note:***

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*

Signed (1) .....	Status.....
Signed (2) .....	Status.....
(For and on behalf of .....) )	
Date .....	

## Section B: Applicant Organisation Details

1.	Applicant Details
1.1	Name of contracting Company/Organisation:  Address:   Postcode:  Tel:  Email:
1.2	Registered name (if different from above):  Registered Office Address:   Postcode:  Company registration number:
1.3	Details of the individual completing this application and to which we may correspond:  Name:  Job title:  Correspondence Address:   Postcode:  Tel:  Email:
1.4	Type of Organisation (please <u>tick</u> all those appropriate):
(a)	Sole trader
(b)	Partnership
(c)	Private Limited Company

(d)	Public Limited Company		
(e)	Charity/Social enterprise		
(f)	Franchise		
(g)	Public Sector Organisation		
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>	
1.6	<p>Please confirm the number of years your organisation has been providing demountable building facilities / emergency facilities</p> <p>..... years</p>		
1.7	<p>Please confirm your total number of employees:</p> <p>.....</p>		
1.8	<p>Please confirm your total number of employees engaged solely in providing demountable building facilities / emergency facilities</p> <p>.....</p>		
1.9	<p>Sub contract categories or trades. Please give details of all categories or trades you wholly sub contract</p>		
1.10	<p>Is your Company registered with Construction line?</p> <p>If yes, please enclose a copy of the certificate</p> <p>Expiry Date: .....</p>		
			YES/NO
			YES/NO

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

## Section C: Financial & Insurance Information

1.	Insurance Details (This is a Mandatory Pass /Fail Requirement)	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....</p> <p>Date policy taken out .....</p> <p>Expiry date of the policy .....</p> <p>Policy number/reference .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....</p> <p>Date policy taken out .....</p> <p>Expiry date of the policy .....</p> <p>Policy number/reference .....</p> <p>Conditions/Exceptions</p>	

	<p>.....</p> <p>.....</p>																	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO																
<b>2.</b>	<b>Financial Details</b>																	
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																	
2.1	<b>If Construction line registered please provide a copy of your Contractor Qualification Certificate Notation Schedule</b>	Copy enclosed YES/NO																
2.2	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;"><b>Accounts Enclosed</b></th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>2011/12</b></td> <td style="text-align: center;">£.....</td> <td style="text-align: center;">£.....</td> <td style="text-align: center;">YES/NO</td> </tr> <tr> <td style="text-align: center;"><b>2012/13</b></td> <td style="text-align: center;">£.....</td> <td style="text-align: center;">£..... ....</td> <td style="text-align: center;">YES/NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			<b>Accounts Enclosed</b>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		<b>2011/12</b>	£.....	£.....	YES/NO	<b>2012/13</b>	£.....	£..... ....	YES/NO
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<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																
<b>2011/12</b>	£.....	£.....	YES/NO															
<b>2012/13</b>	£.....	£..... ....	YES/NO															
2.3	<p>Please show below your company's turnover in the provision of supply, installation and maintenance of Demountable Buildings, in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><b>Turnover in relation to supply, installation and maintenance of Demountable Buildings</b></th> </tr> </thead> <tbody> <tr> <td style="height: 30px;"></td> <td></td> </tr> </tbody> </table>		<u>Year</u>	<b>Turnover in relation to supply, installation and maintenance of Demountable Buildings</b>														
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		<b>2011/12</b> £..... <b>2012/13</b> £.....	
(If exact figures are not available please provide your best estimate of the figures required)			

## **Section D: Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

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## Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive’s (HSE) website.</i></p> <p><i>Health and Safety Executive’s website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>
1 2 (a)  2 (b)	<p style="text-align: center;"><b>This is a Mandatory Pass /Fail Requirement</b></p> <p>Is your Company Contractors Health &amp; Safety (CHAS) Accredited YES/NO an external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR an equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)</p> <p style="padding-left: 40px;">Please supply copy of certificate of accreditation</p> <p style="padding-left: 40px;">Copy enclosed YES / NO</p> <p style="text-align: center;">What percentage of your staff hold Construction Skills Certification</p>

2 (c)	<p>Scheme (CSCS) cards or equivalent?</p> <p>Do you hold a CSCS Certificate of Commitment? <b>YES/NO</b></p> <p>If yes, please indicate whether you hold (please circle)</p> <p><b>BLUE SILVER GOLD</b></p> <p>Do you use sub contractors for any trades?</p> <p>If yes, please indicate what Health &amp; Safety competency checks you carry out</p>
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<b>2.</b>	<b>Equal Opportunities</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p><a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i></p> <p><a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-">http://www.equalityhumanrights.com/advice-and-guidance/here-for-</a></p>	

	<a href="#"><u>business/guidance-for-small-and-medium-size-businesses/related-links/</u></a>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> <li>- UK/EU equalities and discrimination legislation includes:-</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2010</li> </ul> <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>• Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;</li> <li>• Advance equality of opportunity between those who share protected characteristics and those who do not;</li> <li>• Foster good relations between those who share protected characteristics and those who do not.</li> </ul> <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	

2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</b></p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above.</p>	
2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	YES/NO
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	YES/NO

## Section F: Contract Experience and References

1. Contract Experience and References					
1.1 Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

## Section G: Accreditations and Skills Level

<b>1.</b>	<b>Accreditations</b>			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. <b>(British Safety Council, MPBA)</b> or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. <b>(e.g. relevant ISO)</b> or EU Equivalent).</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>
				<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

## Section H: Tender Schedule

1.	<b>QUALITY</b>
1.1	<b><u>Resourcing</u></b>
1.11	Please state the factory production time for the notional building presented in this tender (this represents a typical building requirement for Shropshire Council).
1.12	Please state your installation time, from start on site to completion/ handover, for the notional building project presented in this tender. This must include all external work and M+E services
1.13	Much of the requirement for demountable buildings within Shropshire is at remote rural locations and restricted sites. Please provide details and give examples of projects where you have provided buildings on restricted sites and remote locations, give details of problems encountered and how they were overcome.
1.14	Much of the requirement for demountable buildings on occupied sites where a good working relationship with the building occupier is critical. Please give examples where you have had to work on an occupied site, how did you maintain a good working relationship with the building user? How did you maintain the safety of the building user? Please give examples and references where applicable.
1.15	Response times - your response times for maintenance and refurbishment work are requested below and will be scored in this section.
1.16	Please provide details of any seasonal peaks and troughs you have such as busy school holidays and factory shut down. Provide details of how you manage this and how you plan your workload in advance.
1.17	Please provide details of your arrangements for Project Management / Site Management.
1.18	Do you use subcontractors for M+E services, external works or any other trades. Please provide details.
	<b><i>(Total 150 marks, each sub-questioned weighted equally)</i></b>



1.2	<b><u>Design and Building Quality</u></b>
1.21	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required for the supply, installation and maintenance of Demountable Buildings
1.22	Please submit examples of your standard building unit for us to assess quality of design, finishes and aesthetics. (examples should be similar to the notional building in terms of size and use)
1.23	Please submit example completed projects for us to assess quality of design, finishes and aesthetics of the building in situ including external works. (examples should be similar to the notional building in terms of size and use)
1.24	Shropshire Council has many existing timber framed and timber clad demountable buildings and framework Contractors will be invited to tender for works to supply new buildings of similar appearance, work to refurbish or extend existing timber framed demountable buildings or provide maintenance for existing demountable buildings. Please provide examples to demonstrate your ability to carry out the aforementioned works.
1.25	Depending on planning requirements and specific building constraints Shropshire Council may which to provide alternative building external finishes. Please demonstrate the range of finishes available with your buildings including roof and wall cladding.
1.26	Please confirm your current understanding of BIM and confirm what systems, procedures and processes you have in place in this regard.
	<b><i>(Total 200 marks, each sub-questioned weighted equally)</i></b>
1.3	<b><u>Sustainability and Building Life Costs</u></b>
1.31	For each project submission tendering contractors will need to submit an iSBEM calculation for building regulations compliance. Please submit an example iSBEM calculation (project should be as similar as possible to the 'notional building' example) to demonstrate your buildings energy efficiency.

1.32	Please provide details of any guarantee / warrantee's provided with your building product.
1.33	Provide details of any innovative design or sustainable technologies used in your buildings
	<b><i>(Total 150 marks, each sub-questioned weighted equally)</i></b>

<b>2.</b>	<b>Price</b>	
2.1	<p><u>Notional Building</u></p> <p>You must submit an all-inclusive price, with breakdown, for a 'notional' demountable building including delivery, external works and contract preliminaries, as per the attached design drawings. The specification and requirements for this 'notional' building and for individual projects awarded under this framework, are outlined in 'Framework Specification Schedule – Preface'. You should provide a breakdown of rates for all items laid out as per the 'Framework Specification' document.</p> <p>Where a contractor's design is required you will need to submit the necessary drawings and details to demonstrate compliance with performance specification requirements and compliance with statutory legislation.</p> <p>(You must <b>also separately</b> complete prices for all items on specification schedule document which will form the basis of a schedule of rates for this framework. These prices must be consistent with the rates for the breakdown in the notional building pricing.</p> <p><b><i>(Total 400 marks assessed from price of notional building as stipulated in 'Price Evaluation and scoring' section above)</i></b></p>	
2.2	<p><u>Maintenance, Refurbishment and Relocation</u></p> <p>Please complete the maintenance rates as requested in the table</p> <p><b><i>(Total 100 marks)</i></b></p>	

<b>2.2 cont.</b>	<b>THE PROVISION OF MAINTENANCE, REFURBISHMENT AND RELOCATION OF EXISTING DEMOUNTABLE BUILDINGS</b>
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The following rates will form the basis of the valuation of the works relating to maintenance required for Shropshire Council's existing and future demountable building stock, rates should include the provision of suitably experienced and qualified operatives capable of undertaking works associated with demountable building type.

			£
a.	Building Carpenter	hour	
b.	Labourer	hour	
c.	Roofer	hour	
d.	Electrician	hour	
e.	Mechanical Engineer	hour	

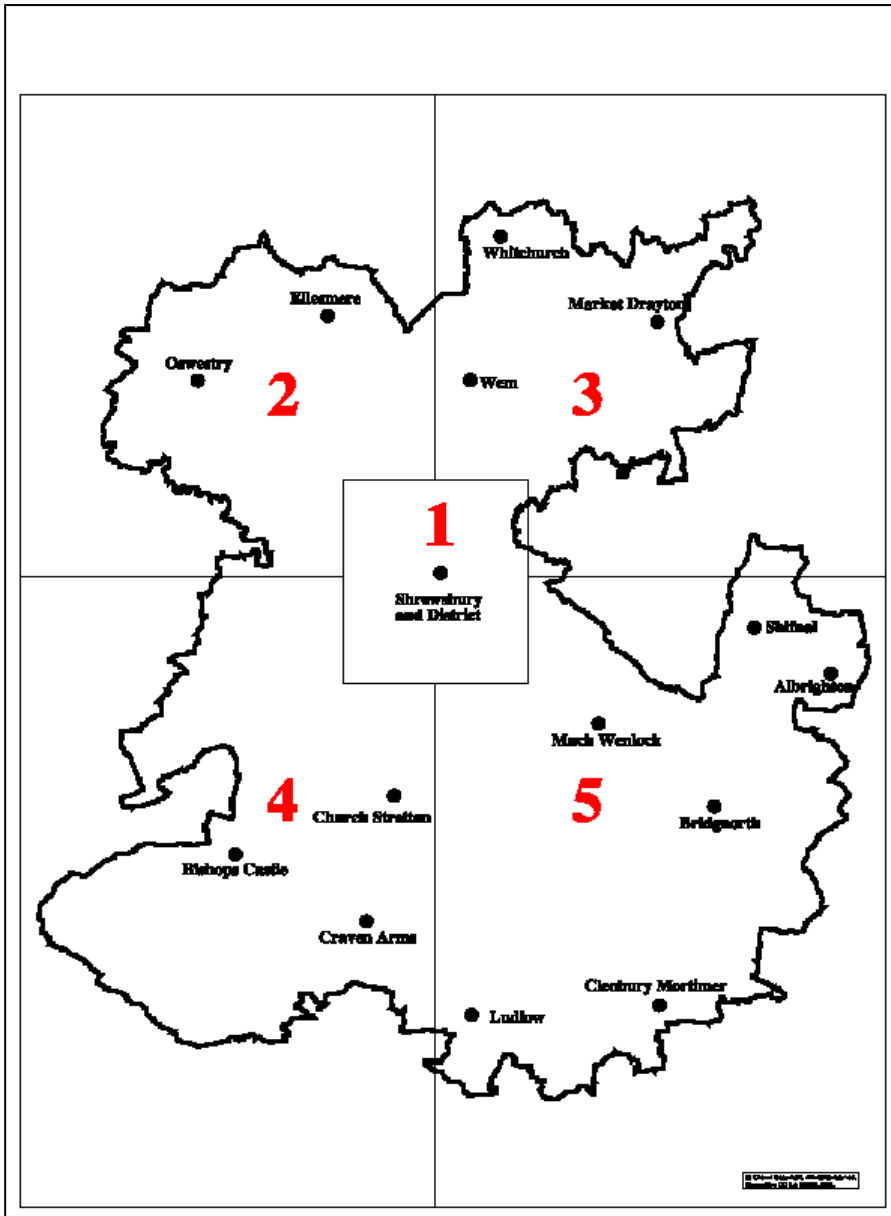
f.	Percentage addition on materials		%
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g.	Percentage addition on plant		%
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h.	Response time to call outs within area 1 – Shrewsbury and District		
i.	Response time to call outs within area 2 - North West Shropshire		
j.	Response time to call outs within area 3 – North East Shropshire		
k.	Response time to call outs within area 4 – South West Shropshire		
l.	Response time to call outs within area 5 – South East Shropshire		

m.	Do you have available expertise to deal with timber frame modular unit repairs?	YES/NO
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n.	Do you have available expertise to deal with steel frame modular unit repairs?	YES/NO
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# **CONTRACT PRELIMINARIES**

## **Shropshire Council Demountable Model 2013**

**JCT 2011 Intermediate Building Contract  
With Contractors Design (ICD)**

**May 2013**

## A10 PROJECT PARTICULARS

### 110 THE PROJECT

- Name: Shropshire Council Demountable Model 2013
- Nature: Provision of a stand- alone demountable building and associated external works
- Location: North Shropshire  
Length of contract: 9 consecutive calendar weeks

### 120 EMPLOYER (CLIENT)

- Name: Shropshire Council.
- Address: Property Client, 2<sup>nd</sup> Floor Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND.
- Telephone: 01743 253434

### 130A PRINCIPAL CONTRACTOR

The Contractor will be appointed as The Principal Contractor under CDM Regulations.

### 140 ARCHITECT/ CONTRACT ADMINISTRATOR

- Name: Ian Nichols, Design & Project Delivery Team Leader.
- Address: Property Services, Shropshire Council, Guildhall, Frankwell Quay, Shrewsbury SY3 8HQ
- Telephone: 01743 281093. E-mail: [REDACTED]

### 145A CONTRACT ADMINISTRATOR REPRESENTATIVE

- Name: To be confirmed.
- Address: Property Services, Shropshire Council, Guildhall, Frankwell Quay, Shrewsbury SY3 8HQ
- Telephone: To be confirmed. E-mail: To be confirmed.

### 150 CDM COORDINATOR

- Name: To be confirmed.
- Address: To be confirmed.
- Telephone: To be confirmed.

### 160 QUANTITY SURVEYOR

- Name: To be confirmed.
- Address: Property Services, Shropshire Council, Guildhall, Frankwell Quay, Shrewsbury SY3 8HQ
- Telephone: 01743 281062.

## A11 TENDER AND CONTRACT DOCUMENTS

### 110 TENDER DRAWINGS

The tender drawings are: 99/99/99/A/000 to 99/99/99/A/008 and 99/99/99/A/021 to 99/99/99/A023.

### 160A PRECONSTRUCTION INFORMATION

- Pre-construction information is provided by the CDM Coordinator (CDMc) and is included with the tender documents.

## A12 THE SITE/ EXISTING BUILDINGS

### 110 THE SITE

- Description: The area of the site available for use by the Contractor is shown on drawing no 99/99/99/A/000 and all temporary buildings, spoil heaps, materials etc in connection with the works shall be contained within this area.

### 120 EXISTING BUILDINGS ON / ADJACENT TO THE SITE

- Description: The site is adjacent a Primary School and the access road will be subject to heavy traffic during school drop off and collection times. The Contractor will not be allowed to enter onto other parts of the site without the prior permission from the Building Manager.

### 140A EXISTING MAINS AND SERVICES

The extent of known information in respect of existing mains/services within the site is indicated on drawing No. 99/99/99/A/01

### 160A SOILS AND GROUND WATER/SITE INVESTIGATION

For pricing purposes assume good ground conditions of sand/soil make up

### 200 ACCESS TO THE SITE

- Description: Off a public road indicated on drawing no. 99/99/99/A/01.
- Limitations: The road will be used heavily by traffic during school drop off and collection times and large vehicle deliveries should be avoided at these times

### 210 PARKING

- Restrictions on parking of the Contractor's and employees' vehicles: Contractor's and employees' vehicles will be restricted to the area of the contractors compound as shown on drawing No 99/99/99/A/008.

### 220 USE OF THE SITE

- General: Do not use the site for any purpose other than carrying out the Works.
- Limitations: Restrictions on location of spoil heaps etc as clause 110 and access times as section A35.

### 230 SURROUNDING LAND/ BUILDING USES

- General: Adjacent or nearby uses or activities are as follows:
  - See Pre-Construction Health & Safety Information Pack.

## A13 DESCRIPTION OF THE WORK

### 120 THE WORKS

- Description: Construction of a stand -alone demountable building and associated external works

A20

## A20 JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (ICD)

- JCT 2011 INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (ICD)
- The Contract: JCT 2011 Intermediate Building Contract with contractor's design (ICD).
- Requirement: Allow for the obligations, liabilities and services described therein against the headings following:

### THE RECITALS

#### First - THE WORKS

Comprise: As A13 120.  
Location: As A10 110.

#### Second - CONTRACTOR'S DESIGNED PORTION

The Works include the design and construction of:

- A stand - alone demountable unit including access ramps and steps as required, outdoor play area comprising hard and soft play, storm and foul drainage and internal layout to be designed in accordance with the attached specification.

#### Third - CONTRACT DRAWINGS

The contract drawings: As listed in clause A11/110 Tender Drawings

#### Fifth – PRICING BY THE CONTRACTOR

Option A applies. Delete Bills of Quantities.

#### Seventh – EMPLOYERS REQUIREMENTS, CONTRACTOR'S PROPOSALS & CDP ANALYSIS

Documents all to be signed or initialed.

#### Ninth – INFORMATION RELEASE SCHEDULE

The Ninth Recital will be deleted.

#### Eleventh - DIVISION OF THE WORKS INTO SECTIONS

The Eleventh Recital will be deleted.

## THE ARTICLES

### 3 - ARCHITECT/ CONTRACT ADMINISTRATOR

Architect/ Contract Administrator: See clause A10/140.

### 4 - QUANTITY SURVEYOR

Quantity Surveyor: See clause A10/160.



**5 AND 6 - CDM COORDINATOR/ PRINCIPAL CONTRACTOR**

CDM Coordinator: See clause A10/150.

Principal Contractor: See clause A10/130A.

**9 - LEGAL PROCEEDINGS**

Amendments: None.

**CONTRACT PARTICULARS****PART 1: GENERAL****Fourth Recital - EMPLOYER'S REQUIREMENTS**

- Comprise: See Specification & Pricing Documents

**Sixth Recital - CONTRACTOR'S PROPOSALS/ CDP ANALYSIS**

- Comprise: To be completed by the Contractor.

**Eighth Recital and clause 4.5 - CONSTRUCTION INDUSTRY SCHEME (CIS)**

- Employer at the Base Date is not a 'contractor' for the purposes of the CIS.

**Tenth Recital - CDM REGULATIONS**

- The project is notifiable.

**Twelfth Recital – FRAMEWORK AGREEMENT**

- Framework Agreement: Does apply
- See 'Instructions for Tendering.'

**Thirteenth Recital and Schedule 5 – SUPPLEMENTAL PROVISIONS**

- Collaborative Working: Paragraph 1 applies
  - Health & Safety: Paragraph 2 applies
  - Cost Savings and Value Improvements : Paragraph 3 applies
  - Sustainable Development and Environmental Considerations: Paragraph 4 applies
  - Performance Indicators and Monitoring: Paragraph 5 does not apply
  - Notification and Negotiation of Disputes: Paragraph 6 applies
- Where Paragraph 6 applies, the respective nominees of the parties are:  
 Employer's Nominee: Ian Nichols – Design & Project Delivery Team Leader  
 Contractor's Nominee: To Be Confirmed
- Or such replacement as each party may notify to the other from time to time.

**Article 8 - ARBITRATION**

Article 8 and clauses 9.3 to 9.8 (arbitration) apply.

**Clause 1.1 - BASE DATE**

Base Date: For pricing purposes only - 1 May 2013

**Clause 1.1 - CDM PLANNING PERIOD**

Shall mean the period of at least 2 week's ending on the date of possession.

**Clause 1.1 - DATE FOR COMPLETION OF THE WORKS/SECTIONS**

Date for completion of the Works: 9 weeks from date of possession.

#### Clause 1.7 - ADDRESSES FOR SERVICE OF NOTICES

- Employer:
  - Address: Property Client Shropshire Council, 2<sup>nd</sup> Floor Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND.
- Contractor:
  - Address: To Be Confirmed.
  - Tel No: \_\_\_\_\_

#### Clause 2.4 - DATE FOR POSSESSION OF THE SITE/SECTIONS

Date for Possession: For pricing purposes only – 1 November 2013

#### Clause 2.5 - DEFERMENT OF POSSESSION OF THE SITE/SECTIONS

Clause 2.5 applies.

Where clause 2.5 applies, maximum period of deferment is 6 weeks.

#### Clause 2.23.2 - LIQUIDATED DAMAGES

Damages: At the rate of £1,000 per calendar week or pro rata thereof.

#### Clause 2.30 - RECTIFICATION PERIOD

Period: Twelve months from the date of practical completion of the Works.

#### Clause 4.7.1 – INTERIM PAYMENT DATES

The first due date is: one month after date of possession, and thereafter the same date in each month or the nearest Business Day in that month.

#### Clause 4.8.1 – INTERIM PAYMENTS - PERCENTAGE VALUES

Percentage: 95% before Practical Completion.

#### Clause 4.8.1 – INTERIM PAYMENTS - PERCENTAGE VALUES

Percentage: 97.5% after Practical Completion.

#### Clause 4.15 and Schedule 4 - CONTRIBUTION, LEVY AND TAX FLUCTUATIONS

Schedule 4 (Fluctuations Option): Does not apply.

Percentage addition for Fluctuations Option: Does not apply.

#### Clause 6.4.1.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

Insurance cover (for any one occurrence or series of occurrences arising out of one event): £5,000,000.

#### Clause 6.5.1 - INSURANCE - LIABILITY OF EMPLOYER

Insurance is required.

Minimum amount of indemnity (for any one occurrence or series of occurrences arising out of one event): £5,000,000

#### Clause 6.7 AND SCHEDULE 1 - INSURANCE OF THE WORKS - INSURANCE OPTIONS

Schedule 1: Insurance Option A applies.

Percentage to cover professional fees: 15 per cent.

#### Clause 6.12 - JOINT FIRE CODE

Joint Fire Code: Applies.

Application: State whether the insurer under Schedule 1, Insurance Option A, B or C (paragraph C.2) has specified that the works are a 'Large Project': Yes

#### Clause 6.15 - JOINT FIRE CODE - AMENDMENTS/ REVISIONS

Joint Fire Code - Amendments/ revisions: The cost, if any, of compliance with amendments or revisions to the Joint Fire Code shall be borne by the Contractor.

**Clause 6.16 - CONTRACTOR'S DESIGN PORTION - PROFESSIONAL INDEMNITY INSURANCE**

Level of cover: Amount of indemnity required relates to claims or services arising out of one event and is £1,000,000.

Level of cover for pollution/ contamination claims: £ 1,000,000.

Expiry of required period of CDP Professional Indemnity Insurance: 6 years.

**Clause 8.9.2 - PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR)**

Period of suspension: One month.

**Clauses 8.11.1.1 to 8.11.1.5 - PERIOD OF SUSPENSION (TERMINATION BY EMPLOYER)**

Period of suspension: three months.

**Clause 9.2.1 - ADJUDICATION**

The Adjudicator is: RIBA.

Nominator of Adjudicator - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): President or a Vice-President or Chairman or a Vice-Chairman of the Royal Institute of British Architects.

**Clause 9.4.1 - ARBITRATION**

Appointor of Arbitrator (and of any replacement): President or a Vice President of the Royal Institute of British Architects.

## **THE CONDITIONS**

### **SECTION 1: DEFINITIONS AND INTERPRETATION**

#### **1.5 - RECKONING PERIODS OF DAYS**

Amendments: none.

#### **1.12 - APPLICABLE LAW**

Amendments: none.

### **SECTION 2: CARRYING OUT THE WORKS**

### **SECTION 3: CONTROL OF THE WORKS**

### **SECTION 4: PAYMENT**

### **SECTION 5: VARIATIONS**

### **SECTION 6: INJURY, DAMAGE AND INSURANCE**

### **SECTION 7: ASSIGNMENT AND COLLATERAL WARRANTIES**

### **SECTION 8: TERMINATION**

### **SECTION 9: SETTLEMENT OF DISPUTES**

### **EXECUTION**

The Contract: Will be executed under hand.

### **CONTRACT GUARANTEE BOND**

Contract Guarantee Bond: Will not be required.

## **A30 TENDERING/ SUBLETTING/ SUPPLY**

### **MAIN CONTRACT TENDERING**

#### **110 SCOPE**

- General: These conditions are supplementary to those stated in the 'Instructions For Tendering.'

#### **160 EXCLUSIONS**

- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.  
Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

### **PRICING/ SUBMISSION OF DOCUMENTS**

#### **310 TENDER**

- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

The Contractor will be deemed to have visited the site and no additional costs will be allowed arising from a failure to identify and allow for existing site conditions.

#### **520 DESIGN DOCUMENTS**

- Scope: Include the following in the Contractor's Proposals:
  - Design drawings and Technical information: As listed in Pricing Documentation

#### **570 OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

A Construction Phase Health and Safety Plan is required for each tendered project and a price for its completion including the following information should be included in the contractor's preliminary costs.

- Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
- Details of the management structure and responsibilities.
- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for cooperation and coordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.  
Review procedures to obtain feedback.

#### **590 SITE WASTE MANAGEMENT PLAN**

A Site Waste Management Plan is required for each tendered project currently over £300,000 and a price for its completion including the following information should be included in the contractor's preliminary costs.

A30

- Person responsible for resource management
- Types and quantities of waste that will be generated
- Resource management options for these wastes
- The use of appropriate and licensed waste management contractors
- A plan for monitoring and reporting on resource use and the quantity of waste
- Additional requirements: none.
- Format: Hard Copy.  
Final version: Submission would be required Prior to Pre-Start meeting.

## **SUBLETTING/ SUPPLY**

### **645 'LISTED' DOMESTIC SUBCONTRACTORS**

- General: Contract Documents provide that certain work must be carried out by a person of the Contractor's choice selected from a list of not less than three persons given therein.
- The selected person: Will become a subcontractor as provided for in IFC clause 3.6 and the provisions of IFC clause 3.7 will not apply. The consent required by IFC clause 3.6 will be deemed to have been given.
  - The Employer or Employer's representative may, but only with the consent of the Contractor which shall not be unreasonably withheld, add additional person(s) to the list at any time prior to the execution of a binding subcontract agreement.
- Shortage of names: If at any time prior to execution of a binding subcontract agreement less than three persons named in the list are able and willing to carry out the relevant work, give notice without delay. The Employer will then forthwith add the names of other persons so that the list comprises not less than three such persons, or confirm that no names will be added. If the Employer fails to do either within one week of the Contractor's notification the Contractor, who may subcontract in accordance with the Contract, must carry out the work.
- Agreement: Before the start of work to which the list relates enter into a binding subcontract agreement and confirm that this has been done, giving the name of the selected subcontractor.

A31

## **A31 PROVISION, CONTENT AND USE OF DOCUMENTS**

### **DEFINITIONS AND INTERPRETATIONS**

#### **110 DEFINITIONS**

- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

#### **120 COMMUNICATION**

- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.  
Response: Do not proceed until response has been received.

#### **130 PRODUCTS**

- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

A31

### **135** SITE EQUIPMENT

- Definition: All appliances or things of whatsoever nature required in or about the construction for completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

### **160** TERMS USED IN SPECIFICATION

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Unload, handle, store, place and fasten in position including all labours and use of site equipment.
- Supply and fix: Includes all labour and site equipment for unloading, handling, storing and execution. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

### **170** MANUFACTURER AND PRODUCT REFERENCE

- Definition: When used in this combination:
  - Manufacturer: The firm under whose name the particular product is marketed.
  - Product reference: The proprietary brand name and/ or reference by which the particular product is identified.
- Currency: References are to the particular product as specified in the manufacturer's technical literature current on the date of the invitation to tender.

**240** SUBSTITUTION OF STANDARDS

- Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.

**250** CURRENCY OF DOCUMENTS

- Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

**260** SIZES

- General dimensions: Products are specified by their co-ordinating sizes.
- Timber: Cross section dimensions shown on drawings are:
  - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
  - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

**DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER****440** DIMENSIONS

Scaled dimensions: Do not rely on.

**460** THE SPECIFICATION

- Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

**510** DESIGN AND PRODUCTION INFORMATION

- Master programme: Make reasonable allowance for completing design/ production information, submission (including to the CDM Coordinator), comment, inspection, amendment, resubmission and reinspection.
- Design/ production information: Submit two copies, one could be returned with comments and this will be deemed to be a direction, notice or instruction under the Contract. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.
- Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information.
- Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after it has been carried out, may not be allowed.

**550** NAMED SUBCONTRACTORS: DESIGN AND PRODUCTION INFORMATION

- General: Certain Subcontractors are / will be required to provide design/ production information during the Contract:
- Master programme: Make reasonable allowance for completing design/ production information, checking, submission (including to the Planning Supervisor), comment, inspection, amendment, resubmission and reinspection.
- Information from Subcontractors:
  - Obtain in time to meet the programme and in accordance with NAM/T where applicable.
  - Check dimensions are correct, account is taken of all related work, and construction is practicable. Note any comments on one copy of the design/ production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the CA or the Subcontractors of their respective responsibilities for design, co-ordination and documentation.
- Inspection and comments: One copy will be marked and returned to Contractor. This will not relieve the Subcontractors of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.

## **A32 MANAGEMENT OF THE WORKS**

### **GENERALLY**

#### **110 SUPERVISION**

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

#### **120 INSURANCE**

- Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

#### **130 INSURANCE CLAIMS**

- Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers.
- Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

#### **140 CLIMATIC CONDITIONS**

- Information: Record accurately and retain:
  - Daily maximum and minimum air temperatures (including overnight).
  - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

#### **145A OWNERSHIP**

- Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

### **PROGRAMME/ PROGRESS**

#### **210 PROGRAMME**

- Master programme: This would be required before starting work on site, submit in an approved form a master programme for the Works, which must include details of:
  - Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
  - Planning and mobilization by the Contractor.
  - Earliest and latest start and finish dates for each activity and identification of all critical activities.
  - Running in, adjustment, commissioning and testing of all engineering services and installations
  - Work by or on behalf of the Employer and concurrent with the Contract. The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.



**230 SUBMISSION OF PROGRAMME**

- Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

**240 COMMENCEMENT OF WORK**

- Notice: Before the proposed date for commencement of work on site give minimum notice of five working days.

**250 MONITORING**

- Progress: Record on a copy of the programme kept on site.
- Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

**260 SITE MEETINGS**

- General: Site meetings will be held to review progress and other matters arising from administration of the Contract.
- Frequency: To be agreed with Contract Administrator.
- Location: Site.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.  
Chairperson (who will also take and distribute minutes): Contract Administrator.

**265 CONTRACTOR'S PROGRESS REPORT**

- General: Submit a progress report at least two working days before the site meeting.
- Content: Notwithstanding the Contractor's obligations under the Contract the report must include:
  - A progress statement by reference to the master programme for the Works.
  - Details of any matters materially affecting the regular progress of the Works.
  - Subcontractors' and suppliers' progress reports.
  - Any requirements for further drawings or details or instructions to fulfil any obligations under the Conditions of Contract.

**270 CONTRACTOR'S SITE MEETINGS**

- General: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

**285 PARTIAL POSSESSION BY EMPLOYER**

- Clause 2.25 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.

**290 NOTICE OF COMPLETION**

- Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works.
- Associated works: Ensure necessary access, services and facilities are complete.  
Period of notice (minimum): Two weeks.

**300A PRACTICAL COMPLETION**

- The Contractor is to be aware that performance of the works is the responsibility of the Contractor and not of the Contractor Administrator or the Clerk of Works. In advance of practical completion, the Contractor is advised to adopt the following procedure.  
Ensure that all services are commissioned, special tools and Manuals are available and commissioning reports completed.  
Ensure to his own satisfaction that all works including decorations and adjustments are complete.  
Ensure that the rooms are clear and clean.  
Ensure that specified spare commodities (e.g. carpet tiles, ceiling tiles) manhole keys and keys are available.  
Invite the Clerk of Works to make a pre-handover inspection.  
At this stage, the building should be largely clear of workforce, although it will be advisable for some operatives to be on hand to take immediate action on any small matters which are observed. Following this procedure, the Clerk of Works will not be expected to inspect any room which is manifestly incomplete, or within which substantial works are being carried out. A list of final matters can be agreed at this stage and when these are clear in the opinion of the Contractor, it shall then be the Contractor's responsibility to invite the Clerk of Works to make final pre-handover inspection. Whether or not a handover meeting has been arranged, practical completion will not be certified in a building where operatives are still working, unless keys, special tools and manuals are provided.

**310 EXTENSIONS OF TIME**

- Notice: When a notice of the cause of any delay or likely delay in the progress of the Works is given under Contract clause 2.19, written notice must also be given of all other causes which apply concurrently.
- Details: As soon as possible, submit:
  - Relevant particulars of the expected effects, if appropriate related to the concurrent causes.
  - An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the Date for Completion.
  - All other relevant information required.

**320 DISTURBANCE OF REGULAR PROGRESS**

- Applications under Contract clause 4.17 in respect of direct loss and/or expense: Make as soon as practicable and with (or to be followed by) the requisite supporting information so sufficient time is allowed to issue instructions designed (according to the circumstances) to minimize or avoid that loss and/or expense.

**CONTROL OF COST****410 CASH FLOW FORECAST**

- Submission: Before starting work on site, a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period would be required based on the programme for the Works.

**420 REMOVAL/ REPLACEMENT OF EXISTING WORK**

- Extent and location: Agree before commencement.  
Execution: Carry out in ways that minimize the extent of work.

**430** PROPOSED INSTRUCTIONS

- Estimates: If a proposed instruction requests an estimate of cost, submit without delay and in any case within seven days.
- Include:
  - A detailed breakdown of the cost, including any allowance for direct loss and expense.
  - Details of any additional resources required.
  - Details of any adjustments to be made to the programme for the Works.
  - Any other information as is reasonably necessary to fully assess the implications of issuing such an instruction.
- Inability to comply: Inform immediately if it is not possible to comply with any of the above requirements.

**440** MEASUREMENT

Covered work: Give notice before covering work required to be measured.

**450** DAYWORK VOUCHERS

- Before commencing work: Give reasonable notice to person countersigning daywork vouchers.
  - Content: Before delivery each voucher must be:
    - Referenced to the instruction under which the work is authorised.
    - Signed by the Contractor's person in charge as evidence that the operatives' names, the time daily spent by each and the equipment and products employed are correct.
- Submit: By the end of the week in which the work has been executed.

**470** PRODUCTS NOT INCORPORATED INTO THE WORKS

- Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.
- Evidence: When requested, provide evidence of freedom of reservation of title.

**480** LABOUR AND EQUIPMENT RETURNS

- Daily records: Provide at the beginning of each week for verification.
- Records must show:
  - The number and description of craftsmen, labourers and other persons employed on or in connection with the Works, including those employed by subcontractors.
  - The number, type and capacity of all mechanical and power-operated equipment employed in constructing the Works.

## A33 QUALITY STANDARDS/ CONTROL

### STANDARDS OF PRODUCTS AND EXECUTIONS

#### 110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.
 Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the

#### 115A SUSTAINABLE DEVELOPMENT

- Shropshire Council is committed to the objective of sustainable development and recognises its responsibilities for the environment of Shropshire and beyond. It seeks not only to minimise damage to the environment but to enhance it, both through the services it provides and in the way it consumes environmental resources as an organisation.

#### 120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.  
Evidence: Operatives must produce evidence of skills/ qualifications when requested.

#### 120A GENERAL QUALITY OF PRODUCTS

- Products to be new unless otherwise specified.  
For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA. 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 CA. Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quantity 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.

#### 130 QUALITY OF PRODUCTS

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

**130A PROPRIETARY PRODUCTS**

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if the conflict with any other specified requirement. Submit copies to CA when requested.

The tender will be deemed to be based on the products as marketed and recommendations on their use have not been changed since that time. Where such change has occurred, inform CA 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.

**140 COMPLIANCE**

- Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.
- Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:
  - Properties tested.
  - Pass/ fail criteria.
  - Test methods and procedures.
  - Test results.
  - Identity of testing agency.
  - Test dates and times.
  - Identities of witnesses.
  - Analysis of results.

**140A CHECKING COMPLIANCE OF PRODUCTS**

- 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 products 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.
  - All accessories and fixings which should be supplied with the goods 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, with intact protective coverings and unbroken seals.
  - Products, which have a limited shelf life, are not out of date.

**150 INSPECTIONS**

- Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to:
  - Date of inspection.
  - Part of the work inspected.
  - Respects or characteristics which are approved.
  - Extent and purpose of the approval.
  - Any associated conditions.

**160 RELATED WORK**

- Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
  - Appropriately complete.
  - In accordance with the project documents.
  - To a suitable standard.
  - In a suitable condition to receive the new work.
 Preparatory work: Ensure all necessary preparatory work has been carried out.

**160A SUITABILITY OF RELATED WORK AND CONDITIONS**

- Ensure starting each new type or section of work, ensure that:
  - Previous, related work is appropriately complete, in accordance with the new work.
  - All necessary preparatory work had been carried out, including sealing.
  - The environment conditions are suitable, particularly that the building is suitably weather tight when internal components, services and finishes are installed.

**170 MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS**

- General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
- Changes to recommendations or instructions: Submit details.
- Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.
- Agrément certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

**170A GENERAL QUALITY OF WORKMANSHIP**

- Operatives must be appropriately skilled and experienced for the type and quality of work. Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
  - Inspect components and products carefully before fixing or using and reject any, which are defective.
  - Fix or lay securely, accurately and in alignment.
  - Where not specified otherwise, select fixing and jointing methods and types, sizes and spacings of fastenings in compliance with section Z20.
  - Fastenings to comply with relevant British Standards.
  - Provide suitable, tight packings at screwed and bolted fixings points to take up tolerances and prevent distortion. Do not overtighten fixings.
  - Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
  - Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval.

**175A BS 8000 BASIC WORKMANSHIP**

Where compliance with BS 8000 is specified, this is only to the extent that the recommendations therein define the quality of the finished work. Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practise and not a specific requirement of the CA under the Contract.

If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail

**180** WATER FOR THE WORKS

- Mains supply: Clean and uncontaminated.
- Other: Do not use until:
  - Evidence of suitability is provided.
  - Tested to BS EN 1008 if instructed.

**SAMPLES/ APPROVALS****210** SAMPLES

- Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either:
  - To an express approval.
  - To match a sample expressly approved as a standard for the purpose.

**220** APPROVAL OF PRODUCTS

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

**230** APPROVAL OF EXECUTION

- Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.
- Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.
- Complying sample: Retain in good, clean condition on site. Remove when no longer required.

**ACCURACY/ SETTING OUT GENERALLY****321A** SETTING OUT

- Check the levels and dimensions of the site against those shown on the drawings and record the results on a copy of the drawings. Notify CA in writing of any and obtain instructions before proceeding.

**330** APPEARANCE AND FIT

- Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:
  - Submit proposals; or
  - Arrange for inspection of appearance of relevant aspects of partially finished work.
- General tolerances (maximum): To BS 5606, tables 1 and 2.

**330A APPEARANCE AND FIT**

- Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no practically unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.  
Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.  
Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.

**340A CRITICAL DIMENSIONS**

- Critical dimensions: Set out and construct the Works to ensure compliance with critical dimensions and tolerances shown on the contract drawings provided.

**350 LEVELS OF STRUCTURAL FLOORS**

- Maximum tolerances for designed levels to be:
  - Floors to be self-finished, and floors to receive sheet or tile finishes directly bedded in adhesive: +/- 10 mm.
  - Floors to receive dry board/ panel construction with little or no tolerance on thickness: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays directly: +/- 10 mm.
  - Floors to receive mastic asphalt flooring/ underlays laid on mastic asphalt levelling coat (s): +/- 15 mm.
  - Floors to receive fully bonded screeds/ toppings/ beds: +/- 15 mm.
  - Floors to receive unbonded or floating screeds/ beds: +/- 20 mm.

**360 RECORD DRAWINGS**

- Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.

**SERVICES GENERALLY****410 SERVICES REGULATIONS**

- New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

**420 WATER REGULATIONS/ BYELAWS NOTIFICATION**

- Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details.
- Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

**430 WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE**

- On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - The Contractor's name and address.
  - A statement that the installation complies with the relevant Water Regulations or Byelaws.
  - The name and signature of the individual responsible for checking compliance.
  - The date on which the installation was checked.



**435A ELECTRICAL INSTALLATION CERTIFICATE**

- Issue: When work is completed.  
Original certificate: To be lodged in the Building Manual.

**440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE**

- Before the completion date stated in the Contract: Submit a certificate stating:
    - The address of the premises.
    - A brief description of the new installation and/ or work carried out to an existing installation.
    - Any special recommendations or instructions for the safe use and operation of appliances and flues.
    - The Contractor's name and address.
    - A statement that the installation complies with the appropriate safety, installation and use regulations.
    - The name, qualification and signature of the competent person responsible for checking compliance.
    - The date on which the installation was checked.
- Certificate location: Building Manual.

**445 SERVICE RUNS**

- General: Provide adequate space and support for services, including unobstructed routes and fixings.
- Ducts, chases and holes: Form during construction rather than cut.
- Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

**450 MECHANICAL AND ELECTRICAL SERVICES**

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.  
Building Regulations notice: Copy to be lodged in Building Manual.

**455A COMMISSIONING & PERFORMANCE TESTING OF BUILDINGS GENERALLY**

- To ensure that installations and all working components are operating satisfactorily the works must be fully commissioned as part of the contract prior to practical completion. Performance testing by the Clients representative will continue during the Defects Liability Period. The Contract will not be considered complete until commissioning and performance testing have been satisfactory carried out.

**SUPERVISION/ INSPECTION/ DEFECTIVE WORK****510 SUPERVISION**

- General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.
- Replacement: Give maximum possible notice before changing person in charge or Site Agent.

**520 COORDINATION OF ENGINEERING SERVICES**

- Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

**525 ACCESS**

- Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.  
Designate: Contract Administrator.

**535A OVERTIME**

- No overtime is to be worked without the prior sanction of the C.A. Such sanction will not be withheld unreasonably. In the event of the CA granting permission for overtime work, this will not absolve the Contractor from responsibility for obtaining permission from the Local or Regional Joint Committee for the Building Industry.  
No payment will be made under this contract for any extra costs incurred by the Contractor in working overtime to enable him to complete the works by the agreed completion date. Where overtime (other than overtime necessary to complete the works by the agreed completion date) is specifically ordered in writing by the C.A., the net difference between flat time and overtime rates, together with any associated expense properly payable by the Contractor or Sub-Contractor will be added into the final account provided that accurate and detailed returns are submitted each week to the Quantity Surveyor.  
Permission to work overtime will not constitute an order.

**540 DEFECTS IN EXISTING WORK**

- Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.
- Documented remedial work: Do not execute work which may:
  - Hinder access to defective products or work; or
  - Be rendered abortive by remedial work.

**550 ACCESS FOR INSPECTION**

- Removal: Before removing scaffolding or other facilities for access, give notice of not less than three working days.

**560 TESTS AND INSPECTIONS**

- Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
- Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.  
Records: Submit a copy of test certificates and retain copies on site.

**565 SBEM CALCULATIONS**

- SBEM calculation in accordance with Building Regulations Approved Document Part L, produced by Accredited Professional.

**570 AIR PERMEABILITY / AIR LEAKAGE TESTING**

- Method: Pressure test to CIBSE TM 23.
- Requirement: Air leakage not to exceed 10 m<sup>3</sup>/hour/m<sup>2</sup> at an internal to external pressure difference of 50 Pascals.
- Compliance: Submit test results.  
Copy: To be lodged in Building Manual.

**575 POROSITY TESTING**

- Soakaway Percolation / Porosity testing in accordance with BRE Digest 365

**580 CONTINUITY OF THERMAL INSULATION**

- Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:
  - The address of the premises.
  - The Contractor's name and address.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.

- Submit: Before completion of the Works.  
Copy: To be lodged in Building Manual.

**590** RESISTANCE TO PASSAGE OF SOUND

- Method: Robust standard details.
- Compliance: Submit notifications,  
Copies: Incorporate in the Building Manual/ Home Information Pack.

**595** ENERGY PERFORMANCE CERTIFICATE

- Assessment: UK Standard Assessment Procedure (SAP).
- Type: Non-dwelling.
- Format:
  - Certificate: Hard copy to be incorporated in the Building Manual.
  - Report: Hard and electronic copy to be incorporated in the Building Manual.

**610** PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS

- Proposals: Immediately any work or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
- Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

**620** MEASURES TO ESTABLISH ACCEPTABILITY

- General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
  - Will be at the expense of the Contractor.
  - Will not be considered as grounds for extension of time.

**630** QUALITY CONTROL

- Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.
- Records: Maintain full records, keep copies on site for inspection, and submit copies on request.
- Content of records:
  - Identification of the element, item, batch or lot including location in the Works.
  - Nature and dates of inspections, tests and approvals.
  - Nature and extent of nonconforming work found.
  - Details of corrective action.

## WORK AT OR AFTER COMPLETION

### 710 WORK BEFORE COMPLETION

- General: Make good all damage consequent upon the Works.  
Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.
- Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.
- Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

### 720 SECURITY AT COMPLETION

- General: Leave the Works secure with, where appropriate, all accesses closed and locked.  
Keys: Account for and adequately label all keys and hand over to Employer with itemized

### 730 MAKING GOOD DEFECTS

- Remedial work: Arrange access with Contract Administrator.
- Rectification: Give reasonable notice for access to the various parts of the Works.  
Completion: Notify when remedial works have been completed.

### 735A MAKING GOOD DEFECTS

- The Contractor is to be aware that making good of defects is the responsibility of the Contractor and not the Contract Administrator or the Clerk of Works. Having made good defects, the Contractor is advised to adopt the following procedure:  
Ensure to his own satisfaction that all works, including decorations and adjustments are complete.  
Invite the Clerk of Works to make final inspection.  
It will be advisable for an operative to be on hand to take immediate action on any small matters which are observed.  
Clearance of defects will not be certified for a project for which a full Health & Safety File has not been received and for which any spare commodities have not been handed over.  
**COSTS TO BE BORNE BY THE CONTRACTOR:**  
In the case of the procedure defined above requiring more than one inspection by the Clerk of Works, any additional visits will be timed and Countercharged against the general Contractor, irrespective of which trades are in default.  
In the case of the procedure defined above requiring more than one formal reminder by the Contract Administrator or the Planning Supervisor for the provision of a Health & Safety File, or of spare commodities as referred to above, professional time spent in further reminders and ensuring adequacy of the file, will be countercharged against the General Contractor, irrespective of which trades are in default.

**740 HIGHWAY/ SEWER ADOPTION**

- Work to be adopted under the Highways Act, Section 38, or the Roads (Scotland) Act, Section 16 to 18, or the Water Industry Act, Section 104: Description: As defined within project specific preliminaries.
- Work for adoption must be:
  - Completed by the Contractor to the satisfaction of the Highway/ Sewer Authorities before the certificate stating the Works are complete is issued.
  - Subject to a Defects Liability/ Rectification Period of 12 months (see Appendix to the Contract/ Contract Particulars).
  - Maintained during the Defects Liability/ Rectification Period, including making good of damage due to reasonable wear and tear occurring during the Period and cleaning at the end of the Period, all to the satisfaction of the Highway/ Sewer Authorities.

**A34 SECURITY/ SAFETY/ PROTECTION****SECURITY, HEALTH AND SAFETY****110A PRECONSTRUCTION INFORMATION**

- Location: Integral with the project Preliminaries and Specification set out in Pre-Construction Health & Safety Information Pack attached to these documents.  
Commonplace hazards which should be controlled by good management and good site practices are not included in the Pre-construction Information Pack.

**115A ASBESTOS**

Asbestos Management Regulations and Shropshire Record System Manual (RSM) Asbestos.

All Shropshire Council properties have on site an Asbestos Manual including a plan showing the locations of known asbestos based materials.

Before work commences, the Contractor shall read, understand and sign Appendix C of the Asbestos Manual held on site, which states:

"If proposed works present any risk of disturbing an asbestos material you must seek further advice before any works may proceed"

"Any asbestos removal works must be carried out by a Shropshire Council approved contractor with approved supervision and completion Certificates"

**120 EXECUTION HAZARDS**

- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:

**130 PRODUCT HAZARDS**

- Hazardous substances: Site personnel levels must not exceed occupational exposure standards and maximum exposure limits stated in the current version of HSE document EH40: Occupational Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Specified construction materials include the following:

**140 CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

A Construction Phase Health and Safety Plan will be required for each tendered project and a price for its completion should be included in the contractor's preliminary costs.

- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction Information.

**150 SECURITY**

- Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
- Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.  
Special requirements: none.

**151A GENERALLY**

- Comply with the regulations; in particular :
  - Accept the Role of Principal Contractor as defined in the Regulations.
  - Display on site a copy of the project notification form F10.
  - Receive the Health & Safety Plan from the CDM Coordinator, co-operate with him in developing the Plan and ensure the co-operation of all contractors, sub contractors, suppliers, employees, employer's tradesmen, deliverers and visitors to the site comply with the Principal Contractor's rules for safety on the site.
  - Develop the Health & Safety Plan to fully describe the safety management system to be operated on the site including all assessments as required by CDM Regulation 19(1b) or other legislation.
  - Provide on request the information required by CDM Regulation 16(e).
  - Incorporate all risk assessments and method statements into the Health & Safety Plan; submit details in writing to the CDM Coordinator at the earliest possible stage of the works, and before those parts the work referred to are carried out.

**152A WORK PEOPLE/HEALTH & SAFETY**

- Comply with the whole of the Clauses (including Codes of Welfare Conditions) given in the current Working Rule Agreement for Building Trade Operatives in the district in which the works are situated and as approved by the National Joint Council for the Building Industry.
- Comply with the current requirements of the health & Safety at Work Act 1974, The Management of Health & safety at Work regulations 1992, and with the current requirements of any other Act, Regulation or Order in Council relevant to the Works.
- Ensure that all employees, agents, sub contractors and their employees are aware of Shropshire Council's safety policy; copies of the booklet, entitled "Safe Working - Guidelines and Instructions For Contractors, Supervising Officers and Managers of Council Premises", setting out the Council's safety policy can be supplied to the successful Contractor when the tender is accepted. Include in the tender any sum or sums that may be considered necessary to cover such costs.
- The contractor shall include in his Tender any sum or sums that he may consider necessary to cover such costs.
- Provide for all costs in respect of all work people for:~
  - 1) National Insurance contributions to comply with the Social Security Act 1973 (effective from 6th April 1975).
  - 2) Pensions.
  - 3) Annual and Public Holidays.
  - 4) Travelling time, expenses, fares, transport and importation of labour.
  - 5) Guaranteed Time.
  - 6) Non-productive time and other expenses in connection with overtime.
  - 7) Incentive and bonus payments.  
Any other disbursements arising from employment of labour.

**153A RISK ASSESSMENTS**

- Ensure the safety of employees and any others who may be affected by the work activity by conducting risk assessments as required by all Health & Safety regulations, including the following:~
  - " The Construction (Design & Management) Regulations 1994.
  - " The Temporary or Mobile Construction Sites Directive.
  - " The Control of Substances Hazardous to Health Regulations 1998.
  - " Manual Handling Operations regulations 1992.
  - " The Management of Health & Safety At Work regulations 1992.
  - " The Provision and Use of Work Equipment Regulations 1992.
  - " Personal Protective Equipment At Work Regulations 1992.
  - " Noise at Work Regulations 1988.
  - " The Safety Signs Regulations 1994.
- Before commencement of any work provide the CDM Coordinator with copies of all risk assessments prepared in accordance with the above Regulations.
- Before commencement of any work by a sub contractor, provide the CDM Coordinator with copies of all risk assessments prepared by the sub contractor in accordance with the above Regulations.
- Ensure that any risk assessment prepared by a sub contractor is sufficient to comply with the Regulations and are in accordance with any assessments made by the Principal Contractor.
- If, during the course of the works, there is a need to modify any risk assessment, submit a copy of the revised assessment to the CDM Coordinator. Inform all workmen and others who may be affected by a risk assessment, whether originated the Principal Contractor or by a sub contractor, of its contents.

**154A METHOD STATEMENTS**

Method Statements would be required for each tendered project and a price for their completion should be included in the contractor's preliminary costs.

- Agree any revision to a method statement in advance with the CDM Coordinator.
- Where the CDM Regulations apply, add all method statements including any revisions to them, into the Health & Safety Plan.

**155A EMERGENCY EVACUATION OF EXISTING BUILDINGS**

- Ascertain and inform all workmen of the existing emergency evacuation routes and procedures and ensure that all are prepared to comply with them.
- Ensure that existing evacuation routes and systems are not obstructed, compromised or disabled as part of the works, without the agreement of the Premises Manager where the building is occupied, and put adequate alternative arrangements in place.

**160 STABILITY**

- Responsibility: Maintain the stability and structural integrity of the Works during the Contract.  
Design loads: Obtain details, support as necessary and prevent overloading.

**190A OCCUPIER'S RULES AND REGULATIONS**

Compliance: Conform to the occupier's rules and regulations affecting the site



**210 EMPLOYER'S REPRESENTATIVES SITE VISITS**

- Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.
- Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.

**PROTECT AGAINST THE FOLLOWING****310 EXPLOSIVES**

Use: Not permitted

**330 NOISE CONTROL**

- Standard: Comply generally with the recommendations of BS 5228-1, clause 9.3 to minimize noise levels during the execution of the Works.
- Noise levels from the Works: Maximum level: 85 dB(A) when measured from source.
- Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Restrictions: Do not use:
  - Pneumatic drills and other noisy appliances without consent during the hours of 9.00am to 5.00pm.
  - Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

**335A NOISE CONTROL**

- The attention of the Contractor is drawn to the provision of Section 60 of the Control of Pollution Act 1974 with reference to the control of noise in relation to any demolition or construction works and the need, particularly where such works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local District Council what requirements or restrictions shall apply to the works in this respect. The restriction may apply to the type of plant to be used, the method of working to be adopted, the hours of working permissible and may, in addition, impose a maximum noise level at the site boundary which may not be exceeded. The attention of the Contractor is also drawn to the provisions of Section 61 of the Control of Pollution Act 1974 with reference to the issue to prior consent and any application under that section should be made to the Local District Council on the appropriate form available from them. The Contractor is to be held responsible for complying with such requirements, restrictions or consents, together with any other stipulations to which his attention may be drawn from time to time by the competent authorities and is to allow in this tender for any costs or expenses arising from such compliance. No instruction issued to the Contractor by the C.A or his authorised representative shall relieve the Contractor from his obligations under the Act.

**340 POLLUTION**

- Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
- Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

**350 PESTICIDES**

- Use: Only where specified or approved, and then only suitable products listed on [www.pesticides.gov.uk](http://www.pesticides.gov.uk).
- Restrictions: Work near water, drainage ditches or land drains must comply with the 'Guidelines for the use of herbicides on weeds in or near watercourses and lakes'.
- Containers: Comply with manufacturer's disposal recommendations. Remove from site immediately empty or no longer required.
- Competence: Operatives must hold a BASIS Certificate of Competence, or work under supervision of a Certificate holder.

**360** NUISANCE

- Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.
- Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.

**370** ASBESTOS CONTAINING MATERIALS

- Duty: Report immediately any suspected materials discovered during execution of the Works.
  - Do not disturb.
  - Agree methods for safe removal or encapsulation.

**375** ANTIQUITIES

- Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the Works.
- Preservation: Keep objects in the exact position and condition in which they were found.  
Special requirements: n/a

**375A** TRESPASS

- Provide for taking reasonable precautions to prevent workmen, including those employed by Sub-Contractors, from trespassing on adjoining owners' property or any part of the premises which are not affected by the works. The Contractor shall be held liable in the event of such trespass and shall make good at his own expense any damage and replace anything that may be stolen or lost.

**380** FIRE PREVENTION

- Duty: Prevent personal injury or death, and damage to the Works or other property from fire.
- Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

**390** SMOKING ON SITE

- Duty: Prevent except in designated areas, carefully controlled, equipped with fire fighting equipment and receptacles for the safe disposal of smokers' materials and inspected to guard against risk of fire.

**400** BURNING ON SITE

Burning on site: Not permitted.

**405A** WATER

- Prevent damage from storm and surface water. (Items for keeping the site and excavations free of water are given elsewhere).

**410** MOISTURE

- Wetness or dampness: Prevent, where this may cause damage to the Works.
- Drying out: Control humidity and the application of heat to prevent:
  - Blistering and failure of adhesion.
  - Damage due to trapped moisture.
  - Excessive movement.

**420** INFECTED TIMBER

- Removal: Where instructed to remove timber affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.

**430 WASTE**

- Includes: Rubbish, debris, spoil, containers and surplus material.
- Minimize: Keep the site and Works clean and tidy.
- Remove: Frequently and dispose off site in a safe and competent manner:
  - Non-hazardous material: In a manner approved by the Waste Regulation Authority.
  - Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
- Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.
- Waste transfer documentation: Retain on site.

**440 ELECTROMAGNETIC INTERFERENCE**

Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

**450 LASER EQUIPMENT**

- Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.
- Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.
- Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.

**PROTECT THE FOLLOWING****500A SANITARY FITTINGS**

- The Contractor shall not allow his own or Sub-Contractors workpeople to use any of the fittings in the buildings such as sinks, lavatory basins, W.C's and urinals.

**505A STREAMS AND WATERWAYS**

- Provide for taking all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of the execution of the works.

**506A WORK IN ALL SECTIONS**

- Adequately protect all types of work. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

**510 EXISTING SERVICES**

- Confirmation: Notify all service authorities, statutory undertakers and/or adjacent owners of proposed works not less than one week before commencing site operations.
- Identification: Before starting work, check and mark positions of mains/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.
- Work adjacent to services:
  - Comply with service authority's/ statutory undertaker's recommendations.
  - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.
- Identifying services:
  - Below ground: Use signboards, giving type and depth;
  - Overhead: Use headroom markers.
- Damage to services: If any results from execution of the Works:
  - Immediately give notice and notify appropriate service authority/ statutory undertaker.
  - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
  - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.
- Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

**520A** ROADS, FOOTPATHS AND HARDSTANDINGS

- Adequately maintain roads, footpaths and hardstandings within and adjacent to the site and keep clear of mud and debris. Any damage to roads, footpaths and hardstandings caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. This may require power washing of all existing and new roads, footpaths and hardstandings affected. The Contractor to bear all costs arising.

**530** EXISTING TOPSOIL/ SUBSOIL

- Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works.  
Protection: Before starting work submit proposals for protective measures.

**540** RETAINED TREES/ SHRUBS/ GRASSED AREAS

- Protection: Preserve and prevent damage, except those not required.
- Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.

**550** RETAINED TREES

- Protected area: Unless agreed otherwise do not:
  - Dump spoil or rubbish, excavate or disturb topsoil, park vehicles or plant, store materials or place temporary accommodation within an area which is the larger of the branch spread of the tree or an area with a radius of half the tree's height, measured from the trunk.
  - Sever roots exceeding 25 mm in diameter. If unintentionally severed give notice and seek advice.  
Change level of ground within an area 3 m beyond branch spread.

**560** EXISTING FEATURES

- Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.  
Special requirements: n/a.

**570** EXISTING WORK

- Protection: Prevent damage to existing property undergoing alteration or extension.
- Removal: Minimum amount necessary.  
Replacement work: To match existing.

**580** BUILDING INTERIORS

Protection: Prevent exposure to weather during course of alteration work.

**620** ADJOINING PROPERTY

- Permission: Obtain as necessary from owners if requiring to erect scaffolding on or otherwise use adjoining property.

**630** EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structure.
  - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.  
Standard: Comply with BS 5975 and BS EN 12812.

**A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING****110** SCOPE

- General: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

**120** DESIGN CONSTRAINTS

Details: All works to conform to various regulations detailed in the Specification.

**140** SCAFFOLDING

Standing scaffolding: Make available to subcontractors at all times.

**160** USE OR DISPOSAL OF MATERIALS

Specific limitations: Asbestos to be disposed of in accordance with section A34 115A and 370.

**170** WORKING HOURS

Specific limitations: Deliveries and removal of excavated materials from site should be avoided during school drop off and collection times

**A36 FACILITIES/ TEMPORARY WORK/ SERVICES****GENERALLY****110** SPOIL HEAPS, TEMPORARY WORKS AND SERVICES

- Location: Give notice of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

**ACCOMMODATION****205A** RATES ON TEMPORARY BUILDINGS

- The Contractor shall allow for the payment of rates on temporary buildings together with any costs in connection therewith (notwithstanding SMM7 revised 1998 A.36).

**210 ROOM FOR MEETINGS**

- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.  
Furniture and Equipment: Provide table and chairs for 10 people.

**230 TEMPORARY ACCOMMODATION**

- Proposals for temporary accommodation and storage for the Works: Submit two weeks prior to the Commencement Date.
- Details to be included: Type of accommodation and storage, its siting and the programme for site installation and removal.

**260A SANITARY ACCOMMODATION**

- Provide and maintain in a clean condition sanitary accommodation for the Employer's representatives, either separate or shared with the Contractor's supervisory staff.

**TEMPORARY WORKS****335A TEMPORARY FENCING, HOARDING AND GANTRIES**

- The Contractor is to provide and securely erect and maintain a 2000mm high security fence to the complete perimeter of the Contractor's work area for the protection of the public, occupants of the adjoining premises where appropriate and for meeting the requirements of the Local Authority.  
Provide and maintain all other necessary temporary fencing, hoardings, fans, planked footways, guard rails, gantries and the like for the proper execution of the work, for the protection of the public and the occupants of the adjoining premises and for meeting with requirements of any local or other authority, and alter and adapt from time to time as necessary.  
Such security fence should be complete with double, lockable gates within the fencing at the entrance of the site and as shown on the appropriate drawing. Maintain, alter and adapt as necessary during the progress of the works and remove and make good any damage to ground after completion.  
Include a secure fence to all trenches dug for services and provide safe 'pedestrian and vehicular crossing' for the use of building occupants to effectively and safely cross from one part of the site to another.

**340 TEMPORARY TRACKING AND PROTECTIONS**

- Supply, maintain and remove on Completion all temporary tracking and the like to enable the demountable buildings to be positioned on site.

**345A NAME BOARD**

- Obtain approval for and provide a suitable temporary name board displaying:
  - Title of project and the name of the employer together with spaces for fixing of the following standard consultants name boards each size 1200x300mm.
  - Contract Administrator.
  - Architect and Quantity Surveyor.
  - Structural Engineer.
  - If the Contractor wishes, names of Contractor and Sub-Contractors.
- The Contractor will be responsible for obtaining any planning permission required and paying any charges involved.
- The C.A reserves the rights of advertising on any boarding, screen an all or any part of the works.
- Take down all notice boards on reaching practical completion of the works and make good.

## SERVICES AND FACILITIES

### 410 LIGHTING

- Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

### 410A LIGHTING AND POWER

Supply: Metered by the Contractor and charged to the Contractor

- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

### 420A SERVICES

- The Contractor must make all arrangements for supply and separate metering or watering and electricity for the works and pay all costs. This may be connected to the existing main with the approval of the relevant authority and adequate metering.

### 430A WATER

- Supply: Metered by the Contractor and charged to the Contractor
- Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.

### 440 TELEPHONES

- Temporary on site telephone: Provide as soon as practicable after the Date of Possession for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer.
- Responses: Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly.
- Employer's call charges: Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.

### 470A E-MAIL FACILITY

- General: Wherever possible and as soon as practicable after the Date of Possession provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and those acting on behalf of the Employer.
- Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer.

### 510 TEMPERATURE AND HUMIDITY

- Levels required by the Employer: Maintain the following:
  - Existing premises conditions - as far as reasonably practicable.

### 520 USE OF PERMANENT HEATING SYSTEM

- Permanent heating installation: May be used for drying out the Works and controlling temperature and humidity levels.
- Installation: If used:
  - Take responsibility for operation, maintenance and remedial work.
  - Arrange supervision by and indemnification of the appropriate Subcontractors.
  - Pay costs arising.

### 530 BENEFICIAL USE OF INSTALLED SYSTEMS

- Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning.
- Other uses: If permission is given for any other use of a system before the Works are accepted as complete, it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.

**540** METER READINGS

- Charges for service supplies: Where to be apportioned ensure that:
  - Meter readings are taken by relevant authority at possession and/ or completion as appropriate.
  - Copies of readings are to be supplied to interested parties.

**550** THERMOMETERS

- General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

**560** SURVEYING EQUIPMENT

General: Provide on site and maintain in accurate condition: All surveying equipment.

**570** PERSONAL PROTECTIVE EQUIPMENT

- General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:
  - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 2.
  - High visibility waistcoats to BS EN 471 Class 2. Number required: 2.
  - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 2.
  - Disposable respirators to BS EN 149.FFP1S.
  - Eye protection to BS EN 166.
  - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
  - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.



## A37 OPERATION/ MAINTENANCE OF THE FINISHED BUILDING

### GENERALLY

#### 110 THE BUILDING MANUAL

- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
- Scope:
  - Part 1: General: [Content as clause 120].
  - Part 2: Fabric: [Content as clause 130].
  - Part 3: Services: [Content as clause 140].
  - Part 4: The Health and Safety File: [prepared and supplied by the CDM Coordinator]. Content as clause 150
- Responsibility: The Building Manual is to be produced by The Contractor and must be completed no later than Practical Completion date.
- Information provided by others: Details: Sub-Contractors, Suppliers, Designers/Consultants where applicable.
- Compilation:
  - Prepare all information for Contractor designed or performance specified work including as-built drawings.
  - Obtain or prepare all other information to be included in the Manual.
- Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
- Final copies of the Manual:
  - Number of copies: one.
  - Format: A4 lever arch file.
  - Latest date for submission: one weeks before the date for completion stated in the contract.
- As-built drawings and schedules:
  - Number of copies: one.
  - Format: Paper folded to A4 in a vinyl sleeve.

#### 115A THE HEALTH AND SAFETY FILE

- Purpose: To provide information about the structure or materials used, which might affect the health or safety of anyone if construction works, (including cleaning, maintenance, alterations, refurbishment and demolition) are carried out.
- Contractor designed and performance specified work: Obtain or prepare details of construction methods and materials, general maintenance instructions and as-built drawings.
- Other information: Obtain or prepare details of utilities and services, materials hazards, access requirements/restrictions and maintenance and decommissioning instructions.
- Number of copies: Submit [one] copies to CDM Coordinator.
- Latest date for submission: [one] weeks before the date for completion stated in the contract.

**120** CONTENT OF THE BUILDING MANUAL PART 1: GENERAL

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Index: list the constituent parts of the manual, together with their location in the document.
- The Works:
  - Description of the buildings and facilities.
  - Ownership and tenancy, where relevant
  - Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.
- The Contract:
  - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
  - Overall design criteria.
  - Environmental performance requirements
  - Relevant authorities, consents and approvals.
  - Third party certification, such as those made by “competent” persons in accordance with the Building Regulations
- Operational requirements and constraints of a general nature:
  - Maintenance contracts and contractors.
  - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
  - Emergency procedures and contact details in case of emergency.
  - Other specific requirements: any project specific requirements.
- Description and location of other key documents.
  - Timescale for completion: Prior to Practical Completion.

**130** CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria, including:
  - Floor and roof loadings.
  - Durability of individual components and elements.
  - Loading restrictions.
  - Insulation values.
  - Fire ratings.
  - Other relevant performance requirements.
- Construction of the building:
  - A detailed description of methods and materials used.
  - As-built drawings recording the construction, together with an index.
  - Information and guidance concerning repair, renovation or demolition/ deconstruction.
- Periodic building maintenance guide chart.
- Inspection reports.
- Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- Fixtures, fittings and components schedule and index.
- Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
- Test certificates and reports required in the specification or in accordance with legislation, including:
  - Air permeability.
  - Resistance to passage of sound.
  - Continuity of insulation.
  - Electricity and Gas safety.
- Other specific requirements: any project specific requirements.  
Timescale for completion: Prior to Practical Completion.

**140** CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
  - Detailed design criteria and description of the systems, including:
    - Services capacity, loadings and restrictions
    - Services instructions.
    - Services log sheets.
    - Manufacturers' instruction manuals and leaflets index.
    - Fixtures, fittings and component schedule index.
  - Detailed description of methods and materials used.
  - As-built drawings for each system recording the construction, together with an index, including:
    - Diagrammatic drawings indicating principal items of plant, equipment and fittings
    - Record drawings showing overall installation
    - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
    - Identification of services – a legend for colour coded services.
  - Product details, including for each item of plant and equipment:
    - Name, address and contact details of the manufacturer.
    - Catalogue number or reference
    - Manufacturer's technical literature, including detailed operating and maintenance instructions.
    - Information and guidance concerning dismantling, repair, renovation or decommissioning.
  - Operation: A description of the operation of each system, including:
    - Starting up, operation and shutting down
    - Control sequences
    - Procedures for seasonal changeover
    - Procedures for diagnostics, troubleshooting and faultfinding.
  - Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
  - Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:
    - Electrical circuit tests.
    - Corrosion tests.
    - Type tests.
    - Work tests.
    - Start and commissioning tests.
  - Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.
  - Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems
  - Lubrication: Schedules of all lubricated items
  - Consumables: A list of all consumable items and their source.
  - Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.
  - Emergency procedures for all systems, significant items of plant and equipment.
  - Annual maintenance summary chart.
  - Other specific requirements: any project specific requirements.
- Timescale for completion: Prior to Practical Completion

**150** CONTENT OF THE BUILDING MANUAL PART 4: THE HEALTH AND SAFETY FILE

- Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
  - residual hazards and how they have been dealt with
  - hazardous materials used
  - information regarding the removal or dismantling of installed plant and equipment
  - health and safety information about equipment provided for cleaning or maintaining the structure;
  - the nature, location and markings of significant services,
  - information and as-built drawings of the structure, its plant and equipment
- Information prepared by others: Details: Sub-Contractors, Suppliers, Designers/Consultants where applicable.
- Timescale for completion: Prior to Practical Completion.  
Submit to: CDM Coordinator.

**160A** PRESENTATION OF BUILDING MANUAL

- Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.
- Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.
- As-built drawings: The main sets may form annexes to the Manual.
- Provide the C.A with one copy of the final Manual not more than one week before Practical Completion.

**220** TRAINING

- Objective: Before Completion, explain and demonstrate to the Employer's maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.  
Operating time: Include a minimum of five operative days.

**230** SPARE PARTS

- General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.
- Content: Include in the priced schedule for:
  - Manufacturers' current prices, including packaging and delivery to site.
  - Checking receipts, marking and numbering in accordance with the schedule of spare parts.
  - Referencing to the plant and equipment list in Part 3 of the Building Manual.
  - Painting, greasing, etc. and packing to prevent deterioration during storage.
 Latest date for submission: Two weeks before completion.

**250** TOOLS

- General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.
- Quantity: Two complete sets.  
Time of submission: At completion.

## **A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF**

### **110 MANAGEMENT AND STAFF**

- Cost significant items: All on and off site management for the proper execution of the works.

A41

## **A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION**

### **110A SITE ACCOMMODATION**

- Details: Site accommodation required or made/not made available by the Employer: See section A36.

### **130A SITE ACCOMMODATION**

- Provide and maintain all necessary site accommodation for the Contractor's use, including all lighting, heating and water as appropriate.
- Include for all costs for giving notices and paying fees to Local Authorities and statutory undertakings.
- Pay all rates, taxes or other charges on temporary buildings; position on site as agreed/directed by the CA and clear away on completion and make good all disturbances and damage to site.

A42

## **A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES**

### **110A SERVICES AND FACILITIES**

- Details of services or facilities required or made/ not made available by the Employer: See section A36.

### **130A FUELS (excluding fuels for testing and commissioning)**

### **145A WATER**

- All installations shall comply with the requirements of the Water Authority and the contractor shall pay all charges in connection with the temporary water supply, temporary meters and the cost of water consumed.

### **150A TELEPHONE AND ADMINISTRATION**

### **160A SAFETY, HEALTH AND WELFARE**

### **170A STORAGE OF MATERIALS**

### **180A RUBBISH DISPOSAL**

### **190A CLEANING**

**200A** DRYING OUT

**210A** PROTECTION OF WORK IN ALL SECTIONS

**220A** SECURITY

**230A** MAINTAIN PUBLIC AND PRIVATE ROADS

**240A** SMALL PLANT AND TOOLS

**310A** ADDITIONAL SERVICES AND FACILITIES ITEMS

- Insert below further cost items as may be required, with fixed charges and time related charges as appropriate.

A43

### **A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT**

**110A** MECHANICAL PLANT

**115A** CRANES

**120A** HOISTS

**130A** PERSONNEL TRANSPORT

**140A** TRANSPORT

**160A** EARTHMOVING PLANT

**180A** PAVING AND SURFACING PLANT

**250A** ADDITIONAL MECHANICAL PLANT ITEMS

- Insert below further cost items as may be required, with fixed charges and time related charges as required.

**A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS****110** TEMPORARY WORKS

- Details: Temporary works required or made/ not made available by the Employer: See section A36.  
Cost significant items: As defined within project specific preliminaries.

**110A** TEMPORARY WORKS

- Details of temporary works required or made/ not made available by the Employer: See section A36.

TEMPORARY ROADS

TEMPORARY WALKWAYS

ACCESS SCAFFOLDING

SUPPORT SCAFFOLDING AND PROPPING

HOARDINGS, FANS, FENCING ETC

HARDSTANDING

TRAFFIC REGULATIONS

ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required with fixed charges and time related charges as required.



**DESIGN & PROJECT DELIVERY TEAM**

Shared Services  
 Guildhall, Frankwell Quay  
 Shrewsbury SY3 8HQ



**APPENDIX A**

**DRAWING ISSUE SHEET      TENDER STAGE**

**DEMOUNTABLE FRAME EXERCISE IMC 071  
 DEMOUNTABLE CLASSROOM**

We enclose copies of documents listed below:

Project Code	IMC071	
Issued By	MRE	Tel: 01743-281089
Drawing No.	99.99.99 AXXX	
Page No.	1 of 1	

Day	??								
Month	??								
Year	??								

Drawing/Document Title	Number	✓ original or revision suffix							
Block Location	A000	✓							
Existing Site Plan	A001								
Proposed Site Plan	A002								
Elevations	A003								
Proposed Floor Plan	A004								
Drainage Plan	A005								
Finishes	A006								
Fixtures and Fittings	A007								
Contractors Compound	A008								
Schedules 1	A021								
Schedules 2	A022								
Schedules 3	A023								
Mechanical Design									
Water Supply	M01								
Ventilation	M02								
Space Heating and Cooling	M03								
Electrical Design	E01								

Distribution (Pre Contract Stage)	Initials	No. of copies and format i.e. A=autocad / R=revit / P= pdf / #-paper							
Architect / CA (file copy)		P							
Project Manager		P							
Clerk of Works		P#							
Quantity Surveyor		P							
Mechanical Design Engineer									
Electrical Design Engineer									
Structural Engineer									
CDMC									
Client (1) L&S Officer									
Client (2) Building Occupier (or other)									
Planning									
Building Control									
Tender		P							
( ?Other insert details )									

**APPENDIX "I"**  
**Updated Jan 2011**

## **ADDITIONAL CLAUSES TO STANDARD FORM CONTRACTS**

### **DEFINITIONS**

In these Additional clauses the following words shall have the following meanings:

<b>"Council"</b>	means Shropshire Council
<b>"Commercially Sensitive Information"</b>	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>"Confidential Information"</b>	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Contract as contracting with the Council.
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Protection Legislation"</b>	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	means any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)

<b>“FOIA”</b>	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
<b>“FOIA notice”</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
<b>“Information”</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>“Law”</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Public body”</b>	as defined in the FOIA 2000
<b>“Receiving Party”</b>	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
<b>“Request for Information”</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>“Works”</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council

## **(1) CONFIDENTIALITY AND DATA PROTECTION**

- 1.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of the Council and no information relating to the Works or the Services shall be disclosed to any third party, except as required for the purpose of this Contract.
- 1.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Contract or which becomes known to the Contractor through his performance of the Contract or use the same other than for the purpose of executing the Contract.
- 1.3 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Contract.
- 1.4 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 1.4.1 treat the other party's Confidential Information as confidential; and
  - 1.4.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent

- 1.5 Clause 1.4 shall not apply to the extent that:
- 1.5.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
  - 1.5.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 1.5.3 such information was obtained from a third party without obligation of confidentiality;
  - 1.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
  - 1.5.5 it is independently developed without access to the other party's Confidential Information
- 1.6 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Works and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 1.7 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract
- 1.8 Nothing in this Contract shall prevent the Council from disclosing the Contractor's Confidential Information:
- 1.8.1 to any consultant, contractor or other person engaged by the Council;
  - 1.8.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 1.9 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 1.10 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 1.11 The Contractor shall implement appropriate organisational and technical measures to ensure the integrity and security of Personal Data obtained pursuant to this Contract and shall at all times comply with the provisions of the Data Protection Legislation and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to

prevent the unauthorised publication or disclosure of any such information or documents. The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.

1.12 The provisions of this Clause shall survive the expiration or termination of this Contract.

## **(2) PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')**

The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

## **(3) ANTI-BRIBERY AND CORRUPTION**

The Council may cancel the Contract by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Contract or any other Contract with the Council; or
- b) favoured or discriminated against any person in relation to this or any other Contract with the Council; or
- c) committed an offence in relation to any Contract with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## **(4) EQUALITIES**

4.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.

4.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

4.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties

imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.

4.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.

4.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

4.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

## **(5) SAFEGUARDING**

5.1 Where the work being undertaken in this Contract allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.

[5.2](#) Where the service requirement, specification or Preliminaries determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Works under the Contract.

## **(6) HUMAN RIGHTS**

The Contractor where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

## **(7) FREEDOM OF INFORMATION**

- 7.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 7.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 7.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 7.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 7.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 7.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 7.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 7.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 7.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 7.6.1 in certain circumstances without consulting the Contractor; or
- 7.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 7.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 7.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by Law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 7.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

### **(8) AUDIT AND MONITORING**

The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Contract.

### **(9) GOVERNING LAW AND JURISDICTION**

9.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

### **(10) COMPLAINTS PROCEDURE**

- 10.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
- 41.1.1 is easy to access and understand
  - 41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
  - 41.1.3 provides confidential record keeping to protect employees under this contract and the complainant
  - 41.1.4 provides information to management so that services can be improved
  - 41.1.5 provides effective and suitable remedies
  - 41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback
- 10.2 The Contactor shall ensure that:
- 10.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
  - 10.2.2 someone who is independent of the matter complained of carries out the investigation
  - 10.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations



- 10.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 10.3 The Contactor will make its complaints procedure available on request
- 10.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 10.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 10.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 10.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **11 CONTRACT STATUS AND TRANSPARENCY**

- 11.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 11.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 11.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Contract and the Tender Submission.

**APPENDIX "J"**

**THIS IS AN EXAMPLE FORM OF AGREEMENT, THE COMPLETION OF WHICH WILL BE REQUIRED BY THE SUCCESSFUL CONTRACTOR UPON COMPLETION OF THE CONTRACT DOCUMENTS**

**Date: August 2011**

**RE:** .....- **RMN** .....

THIS DEED is made on

**BETWEEN:**

(1) SHROPSHIRE COUNCIL ('the Employer') of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND, and

(2) ..... ('the Contractor') whose registered office is at..... , company registration number 01136997

INCORPORATES the Joint Contracts Tribunal Intermediate Form of Building Contract 2005 edition, Revision 1, June 2007 incorporating Amendment 1, April 2007 and as amended by the Schedule of Amendments annexed hereto.

EXECUTED AS A DEED by the parties hereto on the day and year above written.

**On behalf of the Employer**

EXECUTED AS A DEED by affixing the  
Common Seal of SHROPSHIRE  
COUNCIL in the presence of:-

.....(Name)

A duly authorised officer of Shropshire Council

**On behalf of the Contractor**

EXECUTED AS A DEED by affixing the  
Company Seal of .....  
In the presence of:-

OR IF NO SEAL IS APPLIED

EXECUTED AS A DEED by

.....acting by:-

Name of Director.....

Signature of Director.....

AND

Name of Director/Secretary.....

Signature of Director/Secretary.....

OR

EXECUTED AS A DEED by

.....and signed

by a Director in the presence of a witness

who attests the signature:-

Witness Signature.....

Witness Name.....

Witness address.....

.....

## SCHEDULE OF AMENDMENTS

### 1: AMENDMENTS TO RECITALS

#### **First recital**

*Insert:*

Insert description of works (see Project Preliminaries)

#### **Second recital**

*Insert:*

drawings are numbered/listed in.....(see Project Preliminaries)

#### **Third recital**

*Delete the third recital and insert:*

the Employer has supplied to the Contractor the Bills of Quantities/Specification/the Work Schedules (see Project Preliminaries)

#### **Fourth recital**

Complete as appropriate (see project preliminaries)

### 2: AMENDMENTS TO ARTICLES OF AGREEMENT

#### **Article 2: Contract Sum**

*Insert the following sum:*

Insert tender amount

**Article 3: The Contract Administrator**

*Insert the following details of the Contract Administrator.*

....., Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury,  
Shropshire SY2 6ND

**Article 4: The Quantity Surveyor**

*Insert the following details of the Quantity Surveyor.*

.....of Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury,  
Shropshire SY2 6ND

**Article 5: CDM Co-ordinator**

*Insert the following details of the CDM Co-ordinator:*

See Project Preliminaries

**Article 6: Principal Contractor**

The Principal Contractor for the purposes of the CDM Regulations  
is.....(see Project Preliminaries)

***Insert the following new Article:***

**Article 10: Letter of Intent**

The Parties hereto acknowledge and agree that this Contract shall govern all Works and services carried out by the Contractor in connection with the Works prior to the date of this Contract all of which works and/or services shall be deemed to have been carried out subject to the terms of this Contract. This Contract shall replace the Letter of Intent dated .....accepted by the Contractor and upon execution of this Contract the said Letter of Intent shall be null and void and of no effect whatsoever and this Contract shall constitute the entire agreement between the Parties. *(Only use where Letter of Intent already issued)*

### 3: JCT PARTICULARS: INCORPORATION INTO THIS AGREEMENT

The Parties have completed Part 1 of the JCT Contract Particulars in the JCT Intermediate Building Contract 2005, Revision 1 2007 in the attached Appendix. Part 1 of the JCT Contract Particulars shall take effect in the agreement, as completed by the Parties, subject to these amendments

### 4: AMENDMENTS TO CONDITIONS

#### **Section 1: Definitions and Interpretation**

#### **Clause 1.1: Definitions**

*Delete the existing meaning of "Contract Documents" and insert:*

.....

#### **Clause 1.3: Agreement etc. to be read as a whole**

*Delete the words "but nothing contained in the Contract Bills/specification./work Schedules shall override or modify the Agreement or these Conditions" and insert:*

Where there is an ambiguity between the Agreement, these Conditions and the Contract Documents, the Employer will at its own discretion and at no cost to the Employer, decide which of the terms apply.

APPENDIX **EXAMPLE**

<b>Clause etc</b>	<b>Subject</b>	
Fifth Recital and clause 4.4	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'contractor' for the purposes of the CIS
Seventh Recital	CDM Regulations	The project is notifiable
Eighth Recital	Description of the Works/ Sections	See Project Preliminaries
Article 8	Arbitration	Article 8 and clauses 9.3 to 9.8 apply
1.1	Base Date	See Project Preliminaries
1.1	CDM Planning Period	Shall mean the period of at least 3 weeks ending on the Date of Possession
1.1	Date for Completion of the Works/Sections	See Project Preliminaries
1.7	Addresses for service of notices etc by the Parties	As shown at the commencement of the Agreement
1.8	Electronic communications	The JCT supplemental provisions for EDI apply. The EDI Agreement to which the supplemental provisions refer is the EDI Association of Standard Agreement
2.4	Date of Possession of the Site/Sections	See Project Preliminaries
2.5	Deferment of possession of the site	See Project Preliminaries
2.23.2	Liquidated damages	See Project Preliminaries
2.29	Section Sums	See Project Preliminaries
2.30	Rectification Periods	12 months from the date of Practical Completion of the Works
4.5	Advance payment	See Project Preliminaries
4.5	Advance Payment Bond	See Project Preliminaries
4.6.1	Dates of issue of Interim Certificates	The first date is one month after date of possession, and thereafter the same date in each month or the nearest Business Day in that month
4.7.1	Percentage of the total value of work etc	95 per cent
4.9	Percentage of the total value of the Works or Section	97.5 per cent
4.12.4	Listed Items – Uniquely identified	See Project Preliminaries
4.12.5	Listed items – not uniquely identified	See Project Preliminaries



4.15 and Schedule 4	Contribution, levy and tax fluctuations  Percentage addition for Fluctuations Option, paragraph 12	Applies.  Fifteen per cent
6.4.1.2	Contractor's insurance – injury to persons or property	£5,000,000
6.5.1	Insurance – liability of Employer	Insurance may be required Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: (as defined in Project Preliminaries)
6.7 and Schedule 1	Insurance of the Works – Insurance options	Schedule 1: As defined in Project Preliminaries
6.7 and Schedule 1 Insurance Option A/B/C (see Project Preliminaries)	Percentage to cover professional fees	See Project Preliminaries
6.7 and Schedule 1	Annual renewal date of Insurance	
6.11	Joint Fire Code  If the Joint Fire Code applies, state whether the insurer under Schedule 1 Option A, B or C (paragraph C-2) has specified that the Works are a 'Large Project'	See Project Preliminaries
6.14	Joint Fire Code – amendments/revisions	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
8.9.2	Period of suspension	One month
8.11.1.1 to 8.11.1.5	Period of suspension	Three months
9.2.1	Adjudication	Nominator of Adjudicator is the President/Vice President or Chairman or a Vice Chairman of the Royal Institute of British Architects
9.4.1	Arbitration	Appointor of Arbitrator (and of any replacement) is President or a Vice-President: Royal Institute of British Architects

**The Climate Change Bill set targets for reducing the UK's CO2 emissions by 30% by 2020, rising to 60% by 2050. Government expects local authorities to lead by example by tackling their own emissions and by encouraging other local organisations to follow suit.**

Nearly 50% of all carbon emissions in the UK are from energy use in buildings, and construction accounts for 30% of total UK waste, so it is important that any new buildings are designed and built to higher standards now to meet the long term targets.

59% of carbon emissions in Shropshire Council's own estate are generated from energy use in its buildings. In order to help meet the target CO2 reduction of 35% by 2014 it is imperative that refurbishments and new construction, work to meet this target. Whilst long term energy prices are difficult to predict, there is little doubt the upward trend will continue. Investing in low carbon buildings is therefore an insurance against future increases in running costs. Shropshire Council will 'Invest to Save' for the future.

Sustainable construction is an integral part of the Council's over-arching **Sustainability, Environment and Climate Change Policy** and aims to minimise the carbon and general environmental footprint of a building by taking a holistic approach to the design, construction and operation processes. This policy guide (along with the Performance Specification Document) sets out how sustainable design and construction principles should be addressed in a comprehensive and coordinated way for new developments by making them an integral part of the design process. This approach avoids the problems and expense of trying to make changes part way through the process when key decisions may have already been made.

To provide value for money, this policy adopts a long-term, whole lifecycle approach to costing buildings. A lifecycle cost versus benefit comparison will be undertaken on all major projects to take into account future maintenance and running requirements (including future energy prices), to inform the upfront investment.

We will continually monitor the market for new technologies and best practices that can be used to improve the energy efficiency of the buildings we construct whilst actively supporting and participating in research to bring new and innovative systems and technologies to the market place.

**To ensure high standards of sustainable performance are being achieved we will continually monitor developments and review findings on a regular basis.**

**This will include:**

- Holding post project reviews to identify lessons learned and inform future projects.
- Regularly auditing sites to make sure they are being effectively managed to reduce their impact upon the environment, giving due regard to energy use, biodiversity and pollution.

**This policy applies both to new buildings and to any significant extension (over 100m<sup>2</sup>) and refurbishment of existing buildings. It is based on BREEAM's underlying approach to sustainability, which is divided into key areas. These are as follows:-**

**Management** • Commissioning  
 • Construction site impacts • Security

**Waste** • Construction waste • Recycled aggregates • Recycling facilities

**Health and Wellbeing** • Daylight  
 • Occupant thermal comfort • Acoustics  
 • Indoor air and water quality • Lighting

**Pollution** • Refrigerent use and leakage  
 • Flood risk • NOx emissions • Watercourse pollution • External light and noise pollution

**Energy** • CO<sub>2</sub> emissions • Low or zero carbon technologies • Energy sub meeting • Energy efficient building systems

**Land Use and Ecology** • Site selection  
 • Protection of ecological features  
 • Mitigation/enhancement of ecological value

**Transport** • Public transport network connectivity  
 • Pedestrian and Cyclist facilities • Access to amenities • Travel plans and information

**Materials** • Embodied life cycle impact of materials  
 • Materials re-use • Responsible sourcing  
 • Robustness

**Water** • Water consumption • Leak detection  
 • Water re-use and recycling

**Innovation** • Exemplary performance levels  
 • Use of BREEAM Accredited Professionals  
 • New technologies and building processes

The BREEAM scheme awards points for meeting certain criteria in each of the above areas. These points are then weighted for their importance in the overall scheme and they added together to award a rating as detailed in the following table:-

BREEAM Rating	% score
UNCLASSIFIED	<30
PASS	≥30
GOOD	≥45
V GOOD	≥55
EXCELLENT	≥70
OUTSTANDING*	≥85

In addition, there are certain Mandatory points that have to be achieved to gain a rating. These mandatory points vary according to the type of building which is being assessed. Please refer to the BREEAM manuals for further details.

The policy will be applied to all construction related activities including refurbishment, adaptation and new build. The BREEAM covers a wide range of building types and covers activity associated with commercial, industrial, educational, health, community and leisure buildings. There is also a bespoke building assessment.

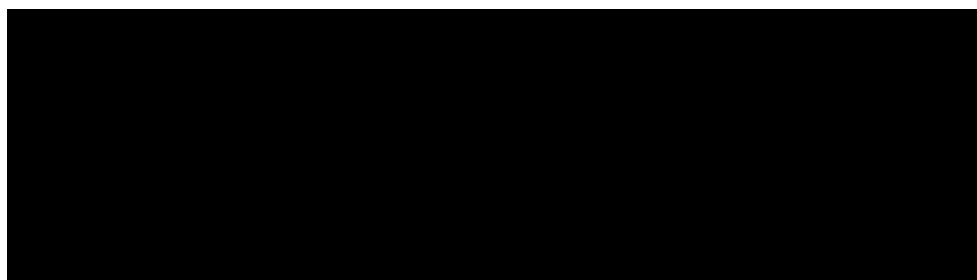
## personal info

This will allow the underlying principles of the method to be applied to the majority of construction projects undertaken by the Council and its partners. The criteria for utilisation of the BREEAM will depend on project value and complexity. There may be exceptional circumstances where BREEAM may not be appropriate, for instance buildings which have an historic or conservation status. Further guidance relating to this can be downloaded from [www.breeam.org](http://www.breeam.org)

The principles of the application of BREEAM will be based around the following criteria. The detailed guidance and methodology can be downloaded from [www.breeam.org](http://www.breeam.org) and will be applied as summarised below:

1. New build, extensions or major alteration projects in excess of £500,000 will be subject to a formal assessment and will be expected to achieve a rating of "Very Good". The minimum standard accepted will be "Good".
2. New build, extensions or major alteration projects in excess of £1,000,000 will be subject to a formal assessment and will be expected to achieve a rating of "Excellent". The minimum standard accepted will be "Very Good".
3. All refurbishment/adaptation schemes with a construction cost in excess of £1,000,000 will be subject to a formal assessment and will be expected to achieve a rating of "Very Good". The minimum standard accepted will be "Good".
4. All other building projects will not necessarily require a formal BREEAM assessment but will be required to adopt key BREEAM principles as set out in the BREEAM manuals available at [www.breeam.org](http://www.breeam.org). Assessments will be undertaken on selected sites by qualified in-house BREEAM assessors and the expectation will be to attain the equivalent standard to BREEAM "Very Good" with the minimum acceptable standard being "Good".

This policy will be adopted by all commissioners of construction projects throughout the Council. In accordance with PRINCE2 project management principles it will be incorporated into both the business case and project mandate for all. This will ensure BREEAM is used at the design and construction phase, to ensure that sustainability is an integral part of the construction project from the outset. The benefits set out within this policy significantly outweigh any additional cost in undertaking formal assessments.





# Managing Contractors

## A Guide for Managers

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\*The term 'contractor' includes self employed people, and any person who carries on a trade, business or other undertaking, whether for profit or not. This in effect covers any person or company of any size who provides a service to Shropshire Council, from an office cleaner to a major company carrying out road or construction works. This also includes volunteers. Similarly all consultants such as training providers and the like are contractors. Therefore the criterion for selection and management applies to them as well.

## Introduction

'Managing Contractors – A Guide for Managers' has been written to assist managers within all premises including schools.

This guidance has been written to explain responsibilities when using contractors\* and outlines general advice to be followed when engaging such services. It is based around the guidance given in the Health & Safety Executive's 'Managing Contractors – A Guide for Employers'.

The overriding message is that contractors should not simply be left to "get on with it", but must be carefully chosen and proactively monitored by those commissioning the works. In addition, managers must ensure that they take adequate steps to avoid risks to the contractors' employees.

It is inevitable that, when offering such generic advice contained within this document, the subject or content, in trying to cover the majority of situations, can be complex. Advice to managers is always readily available from the Health and Safety Team.

Professional advice and support for all projects is also readily available from both Building Services and Technical Support within the Council's Property Services section. Utilising these in-house services is strongly recommended for all construction/building projects and activities.

It should be noted that whilst this guidance touches on the Construction (Design and Management) Regulations (CDM), it does not go into detail about the various roles and specific legal responsibilities laid out in these regulations. The regulations impose specific legal responsibilities on those who are commissioning construction or building work to be carried out. Such persons in the CDM regulations are known as clients.

A summary of a client's legal responsibilities for both small and large scale work is given in Appendix 1. Specific training on client responsibilities is available through the Corporate Training Programme.

This guidance sets out the general principles to be followed when employing contractors, regardless of the work being carried out (including non-construction activities). The principles could also be applied to other types of contractual relationships, such as partnership working.

**This guidance must be read in conjunction with the Council's Construction Design Management (CDM) Procedure; available on the intranet and Schoolsnet which offers more detail around the specific regulations.**

## **Why are employers responsible for managing contractors?**

The Health and Safety at Work Act 1974, in addition to responsibilities relating to employees, requires employers to conduct their business in a way that does not expose non-employees (which includes contractors) to risks to their health and safety.

Case law has shown that this duty extends to ensuring, so far as is reasonably practicable, that contractors and others working on the premises do not do anything that could present risks to their own health and safety and that of other people on the premises. See Appendix 2

## **Five Practical Steps for Safe Working**

1. Planning
2. Selecting the Contractors
3. Contractors working on Site
4. Monitoring Contractors
5. Project Review

### **1. Planning**

#### ***What must I think about at this planning stage?***

You need to answer these two questions:

- 1 What is the job?
- 2 How can it be done safely?

Once you know what the job is, you need to build in health and safety by carrying out your own risk assessment relating to the known hazards that are evident on your site, for example:

- There may be known asbestos in the area where the contractors will be asked to work? See the Council's Asbestos Management Plan available on the intranet.
- The perimeter hedge that requires cutting may be on a steep slope, next to a busy road or possess other features making trimming difficult.
- Customers, pupils, service users etc may be in the vicinity during the work and so how will their safety be managed?
- Access to the area may be particularly difficult.
- When is the best time to complete the job?
- There may be hazardous chemicals stored in the area that will need to be managed?



***Draw up information for the contractor, identifying local health and safety arrangements and any specific areas of risk pertinent to your site.***

***The proforma 'Health and Safety Information Sheet for Contractors' will be useful for this. See Appendix 3***

Identifying hazards, assessing the risks and planning how to get rid of them is a straightforward process, largely a matter of common sense.

As the manager, you know best the hazards associated with your site/activity. Likewise, competent contractors are best placed to assess hazards associated with their activities.

### ***What about contractors' risk assessments?***

Contractors have responsibilities for preparing a risk assessment under the Management of Health & Safety at Work Regulations, 1999. Their risk assessment should fit in with your own and provide you with information. Likewise, as above, contractors will need information from you about the job, the hazards associated with the premise, etc when preparing their assessment.

Clearly, there is a need for continuous communication and close co-operation between you and the contractor so that all risks associated with the job are identified and monitored. Practically, this will mean sitting down with the contractor and sharing appropriate information at this important planning stage and indeed throughout the project.

Where significant risks are evident, contractors must prepare a detailed, relevant and appropriate safety method statement on how they intend to carry out the job so that risks are controlled and managed. This should be based on an assessment of risks to the health and safety of employees and others who could be affected by the work and must be specific to the actual task and location.

### **Child / Adult Protection**

Contractors work areas should be secure (See Section 3) and access restricted to authorised personnel only. Therefore, children and vulnerable adults should not be allowed in areas where contractors are working due to the associated health and safety implications. Consequently, a situation should not arise where children and vulnerable adults are left unsupervised with contractors. Wherever there is potential for contractors to have unsupervised contact with children or vulnerable adults a CRB Disclosure check must be carried out before they commence work.

## **Check list for Managing Contractors – Appendix 4**

This breaks down the whole process into 4 areas and is a tabular summary of the information contained in this document:

- Beforehand
- First day
- During
- After

## **2. Selecting the Contractor**

It is recognised that those responsible for engaging contractors (clients) have a significant influence on how any job is undertaken or contract is run. It is because of this that clients are made legally accountable for the impact that their approach has on the health and safety of those working on or affected by the contract/job.

It is essential that clients follow the Shropshire Council's recognised contract and financial rules when procuring and commissioning works. These can be found within the Shropshire Council Constitution, available on the Council's intranet

The client must ensure that any contractors engaged are competent.

The Council has a pre-procured contract or framework which includes only contractors that meet recognised health and safety criteria and who have appropriate levels of insurance to undertake such activities. It is recommended that managers utilise the in house professional services provided by Property Services.

Shropshire Council expects that contractors must be registered under the Contractors H&S Scheme (CHAS) or equivalent assessment scheme. Equivalent relates to those as defined as being mutually recognised under the arrangement with Safety Schemes in Procurement (SSIP) i.e. EXOR and NHBC. This is one of the requirements for inclusion on the aforementioned contractor's framework.

The degree of competence required will depend on the work being undertaken.

Where managers do not wish to engage the Council's in house professional services they must, as clients, amongst other responsibilities, satisfy themselves of the competence of potential contractors. See Council's 'CDM Procedure' available on the intranet or on Schoolsnet and Shropshire Learning Gateway for guidance on assessing contractor competence - 'Recommended Core Criteria for Assessing Contractors' Basic Health and Safety Responsibilities 'Appendix 4 of that document.

In this situation, it is essential also to confirm that any contractor engaged has suitable arrangements in place for appointing competent sub contractors who may undertake work on your site.

Whether engaging contractors through Property Services or sourcing them directly themselves, managers have a responsibility for monitoring contractors working on their premises. The extent of this monitoring is summarised in Section 4 of this document.

### **3. Contractors Working on Site.**

Building works on site will fall into one of two categories:

- a) **Work area wholly handed over to and occupied by the contractor**
- OR
- b) **Work in and around areas still occupied by the premise.**

#### **a) Work area wholly handed over to and occupied by the contractor**

Primary responsibility for health and safety on the construction site rests with those who are actually doing the work. Others can be held responsible if they are genuinely exercising control over what is going on. The contractors' duty in terms of physical requirements on site is to comply with the Construction, Design & Management Regulations 2007 – Part 4.

General client responsibilities are explained in the Council's CDM Procedure.

#### ***What standards of site security should be provided where the work area is solely occupied by the contractor?***

Where construction work is being undertaken on land wholly handed over to and occupied by the contractor, those responsible for council premises (managers, headteachers etc) should ensure that site security is appropriate:

- The whole area handed over to the contractor is enclosed within a boarded or sheeted perimeter fence at least 2m high. This should be sufficient to prevent access by unauthorised people, particularly children, unless this is already achieved by an adequate boundary wall/barrier.
- The contractor provides warning signs along the site boundaries in accordance with construction industry recommendations and complying with the requirements of the Safety Signs Regulations,

for example: Building Sites are Dangerous Children Keep Out, accompanied by a pictogram.

- All aspects of fencing and protection are confirmed at the pre-contract or site hand-over meeting. The perimeter fencing should be erected before the works begin, and while the surrounding areas are clear of staff, pupils, customers, service users etc.
- The contractor provides all necessary padlocked entrance gates if required. He should keep these closed when they are not in use and locked when the site is unattended. Care must be taken to ensure that any fencing does not impede evacuation from other areas.
- By agreement, if fencing is to be moved or adapted during the works, this is only undertaken when the surrounding areas are clear of staff, pupils, customers, service users etc. All fencing shall be dismantled and removed at the completion of the work but not until all danger to the above have passed.
- Where there is a shared entrance to a site, proper liaison takes place with the contractor to ensure those contractors' deliveries and visitors do not present a hazard to pupils, customers, service users and staff. Appropriate notices stating these agreed arrangements should be posted at the entrance. Where possible any movement of goods and vehicles should be before or after school/the facility opens and closes.
- Prior to the commencement of work, proper channels for the two-way communication of health and safety information are agreed by all parties, established and are well-known.
- Suitable arrangements are made to monitor and record that the above precautions are being followed to ensure that the contractor is meeting their obligations.

General advice would be that where there is doubt as to the safety of a particular work activity and if it is safe to do so, the contractor should be asked to cease work and advice sought from the Health & Safety Team.

#### **b) Work in and around areas still occupied by the premise**

***What should I expect from Contractors working in and around an occupied premise?***

Where reasonably practicable, the activities of the contractor and the premise should be separated by a physical barrier and contractor's work areas should not be accessible to employees, pupils or members of the public. Contractor management on site is an important element, for example, those responsible for the premise should ensure that:

- All contractors sign in and out – including reading and signing the asbestos register.
- Contractors have a named site contact, usually the manager.
- Where necessary appropriate risk assessments and method statements are provided by the contractor that are specific to the site. Their risk assessment should fit in with your own and provide you with information. Likewise contractors will need information from you about the job, the hazards associated with the premise, etc when preparing their assessment.
- Your site's Health and Safety information is provided and site rules are reinforced – see base template – Appendixes 3 and 6.
- The job is checked and then work is allowed to begin
- Monitoring is undertaken. See 'Section 4. Keeping a Check' below.

### ***Arrival on site***

It is important for premises to control the coming and going of people in and out of their buildings. Maybe you already have a reception area with a book for visitors to sign. It is worth looking at your arrangements to see if there is room for improvement. Do you always know who is on site, where they are and what they are doing?

See Appendix 5 for check list to assess how well you are managing contractors.

### ***Safety rules / H&S Information***

You probably have site health and safety rules - such as what to do in the event of an emergency, non-accessible areas etc. Contractors need to be told about these. You may have sent the contractor a copy of your site rules in advance. It is a good time to recap on these when contractors arrive on site.

See Appendix 4 for a basic template document that could be adapted to be shown to contractors on first signing into your premise. Don't forget to include any site specific hazards e.g. asbestos register, hazardous chemicals stored on site etc.

Often an induction talk is the best way of passing this information on. It is worthwhile checking that they have understood any essential points. The 'Health & Safety Information for Contractors Working on Council Premises' is a useful document to base the induction on – Appendix 3

### **Site contact**

Contractors need a site contact - someone to get in touch with on a routine basis or if the job changes and there is any uncertainty about what to do. The site contact should be somebody nominated who is in a managerial position with sufficient authority and competence. The site contact will go over the job with the contractors:

- Checking what precautions are necessary for any risks involved and whether a Permit To Work (E.g. Hot Work, Working at Height, Confined Spaces) is needed;
- Ensuring everything necessary has been done;
- Agreeing further contact, supervision arrangements and a time limit for the job, if appropriate.

### **4. Keeping a check**

- Assess the degree of contact needed
- How is the job going: - as planned? - Is the contractor working safely and as agreed? - Any incidents? - Any changes in personnel?
- Are any special arrangements required?

This step is critical in controlling jobs with contractors. It's about monitoring, checking on what is being done and how and whether the job is going as planned. Changes can be sorted out and agreed if there are problems. After working through this step you as the manager should be able to assess the degree of contact needed and identify how to check that the contractor is fulfilling their obligations.

### ***How much checking is needed and how often?***

Contractors are responsible for supervising their own work and for ensuring that they work safely. However, you can't just leave them from the start to get on with the job and arrange payment when they have finished. Too much could go wrong in between.

You do not need to watch them all the time. You have to decide what is reasonable. The amount of contact with the contractor must be related to the hazards and risks associated with the job. It needs to be decided and agreed at the beginning of the job. For high risk jobs for example, where a Permit to Work is used (e.g. hot work, work at height), more contact is needed than for jobs which are considered low risk. What are the main areas of risk? What could change and how quickly? Think about their work and how it affects the safety of your employees and vice versa. Do not put yourself at risk in undertaking the monitoring role.

The start and finish of the day are important times for going through the job and reviewing progress. However, the contractor should expect to see their site contact at other unspecified times when they will be looking out for safe working practices.

As the work proceeds, check compliance with documented risk assessments / method statements. Make sure these are being complied with. You may need to check more often at the beginning of the job until you are satisfied of their standards. There are other important reasons besides safety for doing this. Look for competence - in safe working as well as technical ability. Property Services will be able to offer guidance in this area.

Encourage contractors to report incidents, near misses and injuries - even minor ones - to you. This gives you both the opportunity to look at any underlying causes and put matters right before someone is hurt. This approach takes time and requires a degree of mutual trust, but it pays off in terms of safe working.

### **What kinds of things should I look out for?**

Below is a list of basic rules that should be applied to all contractor activities on a premise. Some of which have been covered earlier in this document and are summarised below.

Appendix 7 - 'Construction Site – Basic H & S Check list' is a proforma designed for use by the H&S Team. This gives more specific guidance on the standards that should be evident where contractors are working on SC workplaces and can be used for further reference by premises undertaking a monitoring role.

- All contractor staff and suppliers working at or visiting the premise must sign in to a central point as agreed with the Premise Manager.
- No work should commence until the manager or their nominated representative gives authorisation and the site's asbestos register has been read, signed and understood.

- All issues regarding any of the work undertaken must only be directed through the named site contact.
- Any work carried out where pupils, employees or members of the public may come into contact with any part of the activity must be suitably fenced or secured. For example, tape will not be suitable to prevent pupil or service user access to any part of the building works. This requirement extends to the use of ladders.
- No hot work will be undertaken without the prior consent of the Premise Manager. All hot work must be carried out under a permit. See Council's Hot Work Policy available on the intranet.
- Existing building evacuation routes must not be obstructed in any way, including access for emergency vehicles, without the consent of the Manager.
- All work involving asbestos must be undertaken by licensed contractors in line with the Council's Asbestos Management Plan.
- Work areas should be kept tidy and free from build up of uncontrolled slip/trip hazards
- Hazardous substances must not be left unattended or unsecured.
- All work equipment must be in good condition and safe in use.
- Electrical equipment should be powered by 110 volt supply.
- Access equipment must only be erected and dismantled by persons competent to do so. Suitable precautions must be taken to prevent persons and/or objects falling onto anyone below. Scaffold should be regularly inspected.
- All tasks that may place contractor's staff and/or premise staff, pupils, customers, service users and others at risk must be formally risk assessed and controls implemented to reduce the risk, including the use of appropriate Personal Protective Equipment (PPE). The risk assessment requires input from both the premise and the contractor.
- Compliance with the above risk assessment or associated method statements should form part of this monitoring stage. Any concerns should be raised with the contractor, the Health & Safety Team and any other relevant officer involved in the commissioning of the work.



- All activities shall comply with minimum legal requirements and shall conform to HSE and industry standard guidance.
- See Appendix 7 - 'Construction Site – Basic H & S Check list'

***Where there is any doubt as to the safety of operations being undertaken by contractors, the H&S Team (01743 252819) should be contacted for advice and support.***

### **Step 5: Reviewing the work**

**Review the job and contractor-** how effective was your planning?- how did the contractor perform?- how did the job go?

#### **Record the lessons**

Finally, the job is over - or is it? This step is about learning from the job and about the contractor when the work is completed. It explains the need for reviewing, identifies what to review and describes how reviews can be used.

#### ***Why does the job need reviewing?***

The contractor's job is complete when the work has been done according to plan and the agreement between you. Reviewing is about evaluating the quality of the work against both the job and the contractor's performance.

The other reason for reviewing is to learn what will be done differently next time to improve your practice.

Review involves evaluating the health and safety of all other steps:

- 1** your planning;
- 2** choice of contractor;
- 3** the work;
- 4** effectiveness of the contact and supervision.

#### ***Further Reading***

- Managing Health and Safety in Construction –Construction (Design & Management) Regulations 2007- Approved Code of Practice – L144 – Health & Safety Commission - ISBN 978-0-7176-6223-4
- Use of Contractors – HSE books – INDG 368 - 2003
- Managing Contractors: A guide for employers - HSG159 HSE Books 1997 ISBN 0 7176 1196 5
- The CDM Regulations – Industry Guidance for small one off and infrequent clients – HSE / Construction Skills - ISBN-978-1-85751-233-5

## Appendix 1

### Clients: Roles and Responsibilities

#### Construction (Design and Management) Regulations 2007

All those who work in the construction industry have their part to play looking after their own health and safety and in improving the industry's health and safety record.

A CDM client is someone who is having construction or building work carried out, unless they are a domestic client. A domestic client is someone who lives, or will live, in the premises where the work is carried out.

On **all projects** clients will need to:

- Check competence and resources of all appointees
- Ensure there are suitable management arrangements for the project including welfare facilities
- Allow sufficient time and resources for all stages
- Provide pre-construction information to designers and contractors

Certain projects under CDM 2007 are notifiable to the HSE. Notifiable projects are those that will:

- Last longer than 30 days OR
- Involve 500 person days of work

Where projects are **notifiable** under CDM 2007, clients must also:

- Appoint a CDM co-ordinator
- Appoint a principal contractor
- Make sure that construction work does not start unless a construction phase plan is in place and there are adequate welfare facilities on site
- Provide information relating to the health and safety file to the CDM co-ordinator
- Retain and provide access to the health and safety file

It is a role of the CDM Co-ordinator to notify the HSE of the project by completing the form F10 available via the HSE's website.

## **Appendix 2**

### R V Associated Octel Ltd 1996

The principle that organisations (employers) retain responsibility for the safety of contractors working on their premises was established in the Associated Octel case, heard in the House of Lords in 1996.

The case involved a maintenance contract in respect of some tanks, which were classified as a confined space. An employee of the maintenance contractor was injured because he used the wrong equipment in a hazardous environment. The factory plant itself was closed for the annual summer shut down and the maintenance contractor was the only one working in the area. He was cleaning the inside of the tank with acetone and was using an electric light with which to see. Having nothing suitable to keep his acetone in, he retrieved an old bucket from the skip. The open container allowed the acetone to give off large quantities of flammable fumes. The environment was confined so the fumes didn't disperse easily.

The light bulb smashed. There was a flash fire as the flammable fumes and vapours caught fire. The maintenance engineer was badly burned. Octel was prosecuted under Section 3 Health and Safety at Work Etc Act 1974 for failing to ensure the safety of persons not in their employ. Octel defended itself and said that the way that the maintenance contractor carried out the task was up to them as they had the duty under Section 2 of the Health and Safety and Work etc Act to ensure the safety of their own employees, and that Octel had no right to control or stipulate how they did it. The case finally went to the House of Lords on appeal by Octel. Their appeal was rejected and they were found liable for the safety of the contractors. Octel, in effect, employed the contractor because they were regular workers on the site and Octel provided them with safety equipment and required them to follow a safe system of work, via a Permit to Work. Clear case law exists that employers have quite extensive duties for the safety of contractors working on their premises, especially if the jobs being undertaken are an integral part of the employers business.

Appendix 3

## HEALTH AND SAFETY INFORMATION FOR CONTRACTORS WORKING ON COUNCIL PREMISES

<b>Title of contract or brief description of work/service</b>	
<b>Location of work (building address)</b>	
<b>Expected date of commencement of work</b>	
<b>Expected date of completion of work</b>	
<b>Your Council Client Contact is:</b>	Name
	Location
	Ext
<b>Your local Premise Contact is</b>	Name
	Location
	Ext

1. **ID CARD** - Any temporary ID card issued by the Premise must be displayed (or readily available, if requested) by all contractors and sub-contractors working on site.
  
2. **FIRE EVACUATION PROCEDURE** On hearing the fire alarm (continuous sounding), leave the building immediately by the nearest exit door using the safest route and go to the fire assembly point indicated on the Fire Action Notice. Do not use the lifts. Do not re-enter the building until given the 'all-clear' to do so by an authorised person e.g. fire or security officer. Silencing of the alarm is not the all-clear.

On discovering a fire, sound the alarm by pressing the nearest call point (red box next to fire exit doors). Do not attempt to fight the fire unless trained to do so. Follow fire evacuation procedure above. Do not disable fire alarms or detectors unless specifically agreed with the Premise Management.

3. **SMOKING** - No smoking is permitted inside or within 15 metres of any Council building.
4. **FIRST AID** - If you require first aid assistance, contact **xxxxxxx**.
5. **ACCIDENT REPORTING** - All accidents, work-related illness or 'near-misses' on site must be recorded on the Council's Accident Reporting System (CARS) form. The form is available from **xxxxxxxxxxx**.

To support points 2-5, the Premises' 'Health & Safety Information for Visitors & Contractors' (See Appendix 6) could be used to communicate the information to contractors and visitors.

**Complete the below as appropriate to your premise:**

6. **Toilet and washing facilities ....**
7. **Access and Parking ....**
8. **Any specific health and safety issues for the work area ....**
9. **Restricted areas....**
10. **Warning signage and barriers to be provided .....**
11. **Local arrangements made for the work by the premise....**
12. **Any other specific arrangements agreed for the work ....**

I confirm that I have read, understood and received a copy of the above health and safety information and that this information will be made clear to individuals carrying out the works.

Printed name of person undertaking or supervising the work:

**Signature.....Company Name .....Date.....**

## Appendix 4 - Check list for Managing Contractors

### Beforehand

- Clearly specify the nature and extent of the job.
- Draw up information for the Contractor identifying local health and safety arrangements, highlight any particular health and safety issues of the work or area, especially if the contractor could not reasonably expect these. Examples may be restricted times for the work or difficult access routes. The proforma 'Health and Safety Information for Contractors Working on Council Premises' – Appendix 3 will be useful for this.
- Include brief details of any local arrangements that the Premise will make in preparation for the work, e.g. removal of furniture.
- Provide information to Property Services for inclusion in any formal tendering process.
- Consult with other teams in shared workplaces so that possible effects on them and their work can be taken into account and appropriate measures introduced.
- Select suitable competent contractors (See Section 2)
- Agree and record details of the work with the contractor, including site visits if necessary
- Obtain the contractor's risk assessments and codes of practice/method statements setting out how the contractor plans to carry out the work, including their proposed precautions for any issues you have highlighted. The contractor is responsible for the contracted work itself but make sure that your concerns are addressed
- Consult with the contractor to identify any other 'shared risks' and necessary measures.
- Agree and record any specific measures (e.g. permits to work, no-go areas, access arrangements, allocated delivery and storage areas, routes to be kept clear, and times to avoid). These could be included in an updated version of the 'Health and Safety Information for Contractors Working on Council Premises' sheet, and could be used in briefings.
- Appoint and brief a competent member of staff to meet with and supervise contractor's employees on the day. The briefing should include the date/time, location and duration of work, contractor's employees and ID expected, agreed work, methods and special requirements.
- Inform staff and any other groups who may be affected by the work. This should include the date/time, location and duration of work, possible effects, company/ID of contractors, who to contact if problems are encountered.

**On the first day**

- Check ID (company or premise) and names of contractor's employees on arrival.
- Check that all contractors and subcontractors carrying out work that may affect the premises, integrity, facilities and services (including alarms) have a temporary ID card issued by the premise.
- Check contractor's supervisor/employees have been adequately briefed on the agreed work, methods and any special requirements specified in the 'Health and Safety Information for Contractors Working on Council premises' sheet.
- Inform contractors if their employees have not already been adequately briefed. It may be useful to show the 'Health and Safety Information for Contractors Working on Council Premises' sheet to the contractors and their employees if necessary.
- Ensure contractor's employees are aware of local emergency arrangements if they are to be left unaccompanied at any time (e.g. fire alarm, exit routes and assembly points, first aid).
- Ensure contractors sign in and out when working on your premise and continue to do so throughout the project. Including reading and signing the asbestos register.

**During**

- Check how the work is progressing periodically. Also check with neighbouring groups who may be affected.
- Report any concerns to the contractor's supervisor or contractor.
- Arrange alternative staff supervisor(s) if necessary for temporary absences e.g. meetings, lunch. Ensure they are fully briefed on the agreed arrangements.
- Agree arrangements if after-hours working or a return visit is required.

**After**

- Check the work has been completed satisfactorily.
- Check all work areas have been left clean, tidy and safe.
- Retrieve visitor passes.
- Check with colleagues and neighbouring groups if there were any problems with the work.
- Inform relevant colleagues if there have been problems, and particularly if the company should not be used again for any reason.
- Record any changes to arrangements that may be needed for future work.

## Appendix 5

How well are you managing contractors on your site?

<b>Signing in &amp; Contact on site</b>	<b>No need to improve</b>	<b>Need to improve</b>	<b>Need to start</b>
We have a reception area			
Contractors sign in daily			
Contractors sign out daily			
Contractors always use visitor passes/ID			
Contractors are given relevant site safety information: (see App 5) <ul style="list-style-type: none"> <li>• Known hazards on site e.g. LPG, chemicals, no access areas</li> <li>• Fire/ Emergency procedures</li> <li>• First Aid information</li> <li>• Requirement to report accidents to you</li> <li>• Welfare arrangements -</li> </ul>			
New contractors are taken through this site safety information			
All contractors have a contact person whilst on site			
We insist that contractors make daily contact with the manager or site contact			
Part of the contractor's signing procedure involves reading and signing the Site's Asbestos Register.			
Systems exist to manage the above outside of normal opening hours			
All contractors are covered including subcontractors.			



## Appendix 6

### Health & Safety information for Visitors and Contractors

The **(Insert Building name)** is committed to providing a safe and healthy working environment for its staff, customers, students and visitors. This leaflet will provide you with the basic safety information needed, so as to ensure you are fully informed of essential procedures.

#### Emergency Procedures

##### What to do if you discover a fire

- you should activate the nearest break glass point/raise the alarm.
- make your way to the Assembly Point located at **XXXXXXXX**



##### What to do if you hear the alarm (Describe alarm...)

- Leave the building immediately: (do not use the lifts)
- Make your way out of the building to the Assembly Point located at **XXXXXXXX**, where you will receive further instructions.
- Visitors should only return to the building when advised to do so by the Fire Service/Marshall.

The fire alarms are tested regularly every **XXXXXX** morning at 09:00am.  
The alarm should sound for no more than 30 seconds, any longer and it is a genuine fire alarm.

#### First Aid

- If you need first aid assistance due to an accident, or are feeling unwell, please report this to a member of staff straight away. First aid provision is available during opening hours.



#### Incident Reporting

- If you suffer an accident on the premise, please report it to the Reception who will ensure this is recorded appropriately using the Council Accident Reporting System. This is a legal requirement, and ensures that the cause of the accident can be investigated and any rectifying action taken.

#### No Smoking

- Smoking is not allowed in Council buildings, in Council vehicles or in any Council place of work.



## Appendix 7

### SHROPSHIRE COUNCIL – CONSTRUCTION SITE BASIC HEALTH AND SAFETY CHECKLIST

#### Introductory notes: -

This template Health & Safety Team site safety check list is designed to fulfil two main functions: - to monitor the H&S performance of contractors working on SC sites and to ensure the safety of SC staff and clients who occupy or are visiting a site. It is designed for use by H&S Officers but is included here as reference material to assist premises with monitoring contractor activities on their sites.

If serious imminent dangers are identified, you should consider asking the contractor to stop work. If you do decide that work should be stopped, please inform the Health & Safety Team and appropriate Building Surveyor, Architect or Clerk of Works as soon as possible.

N.B. Please note that this checklist will not cover every circumstance that may arise.

SITE SET-UP	YES	NO	COMMENTS & GUIDANCE
Fire precautions and an emergency plan are in place before work starts?			On occupied sites this should include co-ordination with the fire arrangements existing in the premise. Where modifications or extensions are being made to occupied buildings there will, inevitably, have to be temporary changes to normal fire emergency plans for the premise. It is worthwhile checking that this has been done where necessary, and that the changes will work.
Suitable first aid provision has been made?			
Welfare facilities are in place for site workers, in accordance with the Construction (Design and Management) Regulations (CDM) 2007			This question (and the one above) is here merely to give an indication of the contractor's management and control systems. Things to look for – drinking water, toilets and washing facilities, separate messing facilities.
The Asbestos Record System Manual (the red book) for the premise has been seen and signed by the			If a contractor's manager has seen this at pre-contract stage, this will not guarantee that the

contractor.		<p>operatives on site will have the necessary information. Check with operatives what they know.</p>
Traffic and persons are segregated as far as practicable?		<p>Ideally there should be separate routes for vehicles and people. Vehicle reversing should be eliminated where possible by having a one-way system round the site or Y points where vehicles can reverse safely. Banks-men must be used to control reversing vehicles. Vehicle routes should be kept away from doors out of the building.</p>
Traffic and pedestrian routes are kept clear of tripping and falling hazards?		
The site is tidy, with materials safely stored?		<p>Brick piles are sometimes an issue in that once a pack has been broken into, it loses its inherent stability and will spill bricks all over the place. Pieces of scrap timber with nails driven through are also a common hazard which can cause nasty injuries. Sand piles are a great temptation for children – Many kids have been buried by collapsing sand heaps after burrowing into them and a lot have died from suffocation. Sand heaps should be covered or otherwise secured after working hours to prevent access by children.</p>
There is satisfactory liaison between the contractor and the premise manager to ensure the safety of all on site.		<p>This liaison should cover things like joint fire and emergency arrangements, the timing of material deliveries to the site, and anything else around the interface between the works and the rest of the site. In the case of schools timing of deliveries</p>

			is critical to avoid potential serious accidents
If the work is subject to CDM Regs, is the F10 prominently displayed?			CDM applies to works lasting more than 30 days or where more than 500 person days are involved, although any design work comes under the regs, irrespective of the time criteria (as does any demolition work).
The boundary between the work and the rest of the site or public areas is well defined with 2 metre high HERAS fencing, with appropriate signage.			Access gates in the fence should be securely bolted at the end of the working day, and in some cases this may also be necessary during the working day if the access point is out of site of the work itself.

<b>PROTECTION OF THE PUBLIC</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS &amp; GUIDANCE</b>
Work areas are securely fenced as above?			
At the end of the working day, is the site left in a secure condition?			Things to consider: - Gates fastened and locked; Access ladders removed or rungs securely boarded over to prevent climbing; Excavations and openings securely covered or fenced. Backfilling excavations may be desirable on vulnerable sites; Site plant immobilised to prevent unauthorised use; Materials stacked safely; Sand piles covered (and other materials likely to collapse); Flammable or dangerous substances locked away.
Nuisance from smoke, dust and fumes is prevented?			In very dry weather, movement of vehicles can generate large volumes of dust. This can be greatly reduced by damping down the site with water spray. Disc cutters used to cut bricks, slabs, etc also generate dust. Most industrial cutters can be

			fitted with water tanks and sprays to prevent this
Noise output from the site is effectively managed?			Most large plant is very effectively silenced these days, and the main sources of nuisance, particularly on small sites, are the small petrol-engine driven portable tools.

<b>SCAFFOLDED WORKING PLATFORMS</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS &amp; GUIDANCE</b>
Is there a completion/handover certificate?			
If a scaffold has been in place more than seven days, is there a current inspection certificate?			Scaffolds must be inspected by a competent person at least every seven days (does not apply if fall height is less than two metres) and after any weather conditions likely to affect the integrity of the scaffold.
If a scaffold is incomplete (or in the process of being modified) are there warning notices in place and means of preventing access?			
Is the scaffold erected/modified" by a "competent" person?			A suitable competence standard is accreditation in accordance with Construction Industry Scaffolders Record Scheme (CISRS). Ask to see registration cards.
Is there a safe means of access to the working platforms?			e.g. ladders secured against movement at the top and bottom, with secure handholds at least 1.05 metres above landing level.
Where access ladders pass through working platforms, the access hole is as small as possible?			
If ladder access is used for heights greater than 9 metres, are there intermediate landings?			Required by W at H Regs and previous construction legislation
All uprights are provided with base plates (and timber sole plates where necessary on soft ground) to prevent sinking			See CITB yellow book and NASC SG4:05
Are all the standards, ledgers, transoms, sway and side braces and struts in place?			See CITB yellow book and NASC SG4:05
Putlog and independent tied scaffolds are secured to			See CITB yellow book and NASC SG4:05

the building or structure in enough places to prevent collapse?			
If scaffold is free standing, there are sufficient sway and side braces and rakers to ensure stability?			See CITB yellow book and NASC SG4:05
Rakers are securely tied back to a standard close to ground level, and are fitted with base plates (plus soleplates if on soft ground)?			Rakers should be at approx 75° from horizontal (i.e. 1 out for 4 up – same as ladders). It is not unknown for the outer ends of rakers to be waving about in the breeze with no contact with the ground at all – very secure I must say!
There are adequate guardrails and toe boards (or equivalent protection) at every edge from which a person could fall so as to cause injury? (Previous 2 metre fall height rule no longer applies)			Top guardrail 950mm min. height. No unprotected gaps (vertical) greater than 470mm. No horizontal gaps in guardrails other than at ladder or stair access points. Removable rails at loading points to be securely closed when not loading. You may often find that there is only one rail fitted here, but there should be at least two to comply with the 470mm gap rule. Guardrails and toe boards must be fixed <u>inside</u> standards.
Working platforms are fully boarded, and boards are arranged to prevent tripping or tipping?			See CITB yellow book and NASC SG4:05
Working platforms are of adequate width for the purpose?			2 boards wide – adequate only for access, inspection, gangways. 3 boards wide – for men to work without materials, or for passage of materials. 4 boards wide – adequate space for men to work and passage of materials. 5 boards wide – room for stacking of materials while still allowing room for passage of men and materials and for men to work. 6-8 boards wide – used when heavy work being undertaken e.g. masonry work, or to provide support for higher platforms – <b>Should only be</b>

			<b>used as part of a designed scaffold.</b>
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Where scaffolds are erected in areas where public access has to continue (e.g. pavements and other access ways) they are adequately highlighted and lit as necessary. Protruding tubes are cut back to the adjacent standard and the ends capped to prevent injury.			
Suitable scaffold materials are used?			<b>Important</b> <u>Steel and aluminium scaffold tubes must not be mixed on the same level of a scaffold</u>

<b>FALLING MATERIALS</b>			References:- CITB Yellow Book GE 700; CITB Guide to Practical Scaffolding CE509
If materials are stacked above the height of toe boards, brick guards are in place to prevent materials falling off?			Brick guards to be mounted on <u>inside</u> of guardrails
Where the scaffold spans windows (or other fragile materials), protection against impact damage/breakage is provided?			
Where the building remains in use, or the work is above or adjacent to areas used by the public, fans are erected over doorways (including those only used as emergency exits), and other walkways?			Fans should extend beyond the area at risk from falling materials. Fans are classified according to load bearing capacity:- Class A – light duty (max 0.75kN/m <sup>2</sup> ) suitable for paint and mortar droppings; Class B – medium duty (max 1kN/m <sup>2</sup> ) suitable for bricks, aggregates and like weights from heights not exceeding 10m; Class C – a fan for loadings over 1kN/m <sup>2</sup> , designed to suit the application; Class D – a safety net system designed to arrest falls of persons or like weights from a height of 6m (2 storeys).

			<p><b>Class C &amp; D fans must be designed for the application</b></p> <p>Where fans are constructed from scaffold boards, the boards should be sheeted to cover the gaps.</p>
When conditions are as above, any gaps between working platforms and the building are covered by closing boards?			In some circumstances, e.g. where fine debris is created, it may also be necessary to sheet over the scaffold boards with plywood or hardboard.
When waste materials have to be removed from workplaces at height, enclosed chutes are used to deliver the waste directly into skips? Skips are covered to prevent spillage and dust nuisance?			If skips are on the public highway, they are to be marked and lit in accordance with Builders Skips (Marking) Regulations 1984 and traffic regulations.

<b>ROOF WORKS</b>			<p>References:  HS(G)33 Safety in Roof Work;  HS(G)168 Fire Safety in Construction Work</p>
Where scaffolded working platforms or edge protection are provided, general scaffold and access requirements (as above) are met?			<p>Access is sometimes required to the edge of the roof to complete the “turn over”.</p> <p>Contractors are usually tempted to remove all of the toe boards while this is being done. One length of board only should be raised (NOT removed) to allow this work, and should be replaced before another is lifted. If there is still a risk of a person falling, alternative fall protection must be provided – harnesses and blocks etc. Alternative methods of preventing fall of materials and tools may also be required.</p> <p>In some cases it may be possible to lower the intermediate handrail, but remember the 470mm max gap between handrails.</p> <p>Edge protection scaffolds erected from ground level are not suitable for heights above about 5 metres. Above this height there is a greater risk of instability at roof level, and a proper scaffold</p>



			platform or something erected from roof level will be required, such as weighted blocks and harnesses with travel restraint.
Where adequate means of fall prevention are not reasonably practicable, measures to mitigate the effects of falls are provided?			If edge protection (or other working platform) will not prevent falls, collective fall protection should be used. This could be in the form of safety nets immediately below the roof or inflatable air bags. This is likely to be necessary when erecting roof timbers or steelwork and when covering the roof. . For very high roofs, a birdcage scaffold and boarded floor just below the roof structure may be necessary. If none of the above are practicable, personal fall protection will be necessary. There are several BS documents covering how this should be managed, as well as the Work at Height Regs
Breakable surfaces such as roof lights and windows are protected to prevent falls and damage?			Roof lights should be covered with ply boards. If roof lights have to be removed, the holes should be <u>securely</u> covered to prevent accidental falls and unauthorised access into the building. Windows adjacent to the work area should also be covered with ply boards.
Areas of any roof known, or suspected, to be fragile and non-load bearing are signed and fenced to prevent access?			See HS(G)33
Where work on or access to fragile roofs is necessary, a safe means of access is in use, combined with appropriate protection against falling through the roof.			See HS(G)33 Crawling boards are one example of safe access equipment but there are several proprietary systems available. People working below the fragile roof must also be protected.
Where hot processes are in use, appropriate fire fighting equipment is available <b>at the point of work</b> ?			Previous experience shows that the fire extinguishers are usually left in the van instead of being up on the roof!

Where hot processes are in use, a permit to work system is used to control the work. A fire watch is kept for at least one hour after hot processes stop for the day.			SC has its own Permit to Work system available on the intranet.
Bitumen boilers are at ground level? Fire safety issue.			Bitumen boilers are not normally allowed to be placed on roofs, but this may sometimes be necessary if it is the only way to do the work. Siting of boilers should have been agreed with the contract administrator at the pre-contract stage.  This rule causes much discussion about whether it is worse to have the boiler on the floor and then having to lift buckets of hot pitch up to the roof on the end of a rope.
Bitumen boilers are closely attended when in use and gas burners are turned off when not attended?			“Closely attended” means having somebody by the boiler at all times when burners are alight
Gas cylinders are at least three metres away from the boiler? Are they secured against interference?			See HS(G)168 Fire Safety in Construction Work. Local first aid fire fighting equipment should also be available. Gas cylinders should be securely stored after hours or removed from site if suitable storage is not available.

<b>EXCAVATIONS (including Underground Services)</b>			References: HS(G)185 H&S in Excavations; BS6031 Code of Practice for Earthworks; HSE Construction Information Sheet 8 (rev 1) HS(G)47 Avoiding Danger from Underground Services
Searches for underground services have been made before excavations begin?			See HS(G)47 Service plans may be available, but are not always totally reliable, as service ducting can move some distance when ground is crossed by heavy traffic. Positions should always be

			confirmed with location devices. Locations should be marked on the ground before digging begins.
Sides of excavations are secured against collapse, either by battering to a safe angle or by supporting them with timber, piling and sheeting or proprietary systems			See HS(G)185
Edges of excavations are protected to prevent materials/persons/vehicles falling into the hole.			See HS(G)185 This protection can be simple toe boards, but people and vehicles may also have to be protected. If persons can fall into the hole and injure themselves the Working at Height Regs will apply and it will be necessary to provide proper handrails/toe boards in accordance with those Regs. Brightly painted baulks or barriers should be used to keep vehicles away from holes. Where lorries have to tip in to excavations, stop blocks should be used to prevent them over-running into the hole. It is a good idea for these blocks to be spiked to the ground to prevent movement.
Use of petrol or diesel-engined equipment is prohibited inside or close to excavations?			Exhaust fumes can be dangerous, as they are generally heavier than air and will collect in the bottom of the hole. If such equipment cannot be avoided it must only be used in conjunction with a means of ducting the fumes away or positively ventilating the space (Confined Spaces Regs will apply)
There is adequate separation between persons and moving machinery? Where this is not possible, safe systems of work are in place?			
People working in excavations are trained and have been given clear instructions on how to work safely?			

Supervision of the installation, alteration and removal of excavation support is carried out only by a competent person?			
There are records of inspection for the excavations?			A competent person should be inspecting the excavations: at the start of each shift before work begins; after any event likely to have affected the strength or stability of the excavation; after any accidental fall of rock, earth or other material.
Excavations in public areas are adequately fenced to prevent persons or vehicles from falling into them?			Where children are likely get into the site, additional precautions may be necessary e.g. backfilling the hole or covering it securely, with a view to reducing injuries that might otherwise occur.
Is the excavation likely to affect the stability of adjacent structures?			Walls often have shallow foundations, which can be undermined by very small trenches. The larger the hole, the larger the structure that could be affected. Additional support may be required before work begins. Excavations may also undermine the footings of scaffolds.
<b>SITE ELECTRICS (including Overhead Lines and Underground Services)</b>			References: HS(G)141 Electrical Safety on Construction Sites HS(G)47 Avoiding Danger form Underground Services GS6 Avoiding Danger from Overhead Electrical Lines
All portable tools and portable equipment used on site are of reduced voltage of 110v or less (If 240v equipment <u>has</u> to be used, it must be fed via suitable protective devices e.g. RCD.)			110v equipment should be fed via a centre-tapped to earth (CTE) transformer, so that max voltage to earth is 55v.  RCD's should be dust and weather proof and

		<p>protected against mechanical damage. They should be checked for correct operation daily, inspected weekly, and tested every three months by a competent electrician.</p> <p>Recommended voltages:  Portable hand lamps used in confined or damp conditions 25v  Other portable hand lamps 50v  Portable and hand held tools and transportable equipment up to about 3.7 kW 110v CTE  Site lighting (except fixed floodlights) 110v  Site buildings and fixed floodlights 230v  Fixed or movable heavy duty plant (over 5 HP) 415v 3-phase</p>
There is evidence that all portable tools and equipment are being tested regularly, as recommended in HS(G)141?		<p>Ask to see records – you will not often find them retained on site, particularly for minor works, but technically they should be available for inspection. For schedule of testing frequencies, see HS(G)141 page 27</p>
Portable generators are appropriately earthed?		<p>Portable generators will normally only be in use where there is no alternative supply available, such as in new built on a new site. For most of our new build and maintenance work, which takes place on occupied sites, temporary supplies will usually be taken from another building. Portable generators should be properly earthed via an earth Small generators (up to about 5kVA) used for 110v supplies need not be earthed provided all of the appliances they supply are of double-insulated construction.</p>

<p>Temporary site supplies are safely installed and properly earthed?</p>			<p>Switchgear and metering equipment should be in secure accommodation and protected from weather and accidental damage.          Makeshift arrangements e.g. unprotected wiring, taped and twisted cable joints are not permitted.          Watch out for cables draped across/around scaffolds, where damaged insulation may cause the scaffold to become live!          Ask to see the certificate of inspection which should be issued before the system is put into use.          Systems should be tested every 3 months by persons other than those who installed the system.</p>
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<p>Where overhead lines cross the work area, adequate precautions are in place to prevent contact or flashover?</p>			<p>Ideally, the supply should be turned off and isolated. In practice this is not often possible. "Goalposts" and high visibility markers should be in place to indicate a safe route for vehicles (particularly high vehicles such as cranes, excavators, fork lift trucks – it is quite a common event for a tipping lorry to touch an overhead cable when tipping. The idea is that nothing should be able to touch or come within arcing distance of a high voltage cable.          See GS6</p>
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<p>The positions of underground services are identified and clearly marked, and safe digging procedures adopted</p>			<p>Refer to HS(G)47</p>
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<p><b>LADDERS</b></p>	<p><b>YES</b></p>	<p><b>NO</b></p>	<p>References:          BS2037 (Aluminium);</p>
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			BS1129 (Wood); BSEN131 (All types) Work at Height Regulations
Is a ladder the most appropriate access equipment in the circumstances?			Suitable for very short term work only or for access to another working platform. (W@H Regs)
All ladders in use are to current BS standard and are Class 1 (industrial) rating?			
Ladders are in good condition?			Physically check condition and ask to see inspection register.
Ladders are used safely?			Properly supported to prevent sideways or outwards slippage; Set at correct angle – 1 out for 4 up; Extend above landing level by 1.1 metres to give suitable handhold; Set on firm ground and not resting on fragile materials at the top (plastic gutters, etc.;
Extending ladders overlap by at least two rungs when in use?			

<b>SITE MACHINERY</b>	<b>YES</b>	<b>NO</b>	References: Construction (Health, Safety and Welfare) Regulations PUWER
All site machinery is in good condition and is adequately maintained?			Maintenance records? Dangerous parts securely guarded (gears, shafts, couplings, etc.)? Safety devices operating correctly? Operators appropriately trained?
Site vehicles are driven safely?			Operator training – No carrying of passengers?



personal info

R G Stones (Buildings) Ltd  
The Sawmills  
Weston Rhyn  
Oswestry  
SY10 7TG  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 28 August 2013

Dear Sirs

## **IMC 071 – A FRAMEWORK AGREEMENT FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF DEMOUNTABLE BUILDINGS**

### **SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender. Please note that this framework is for a 12 month period renewable annually for a further three years.

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on Monday 09<sup>th</sup> September.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework to RG Stones (Buildings) Ltd; Wernick Buildings Limited; The McAvoy Group Limited, after the expiry of the standstill period.

The framework agreement will be subject to the “JCT 2011 Intermediate with contractor’s design” form of contract, the invitation to tender documents, Shropshire Council General Terms & Conditions and your tender response.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.



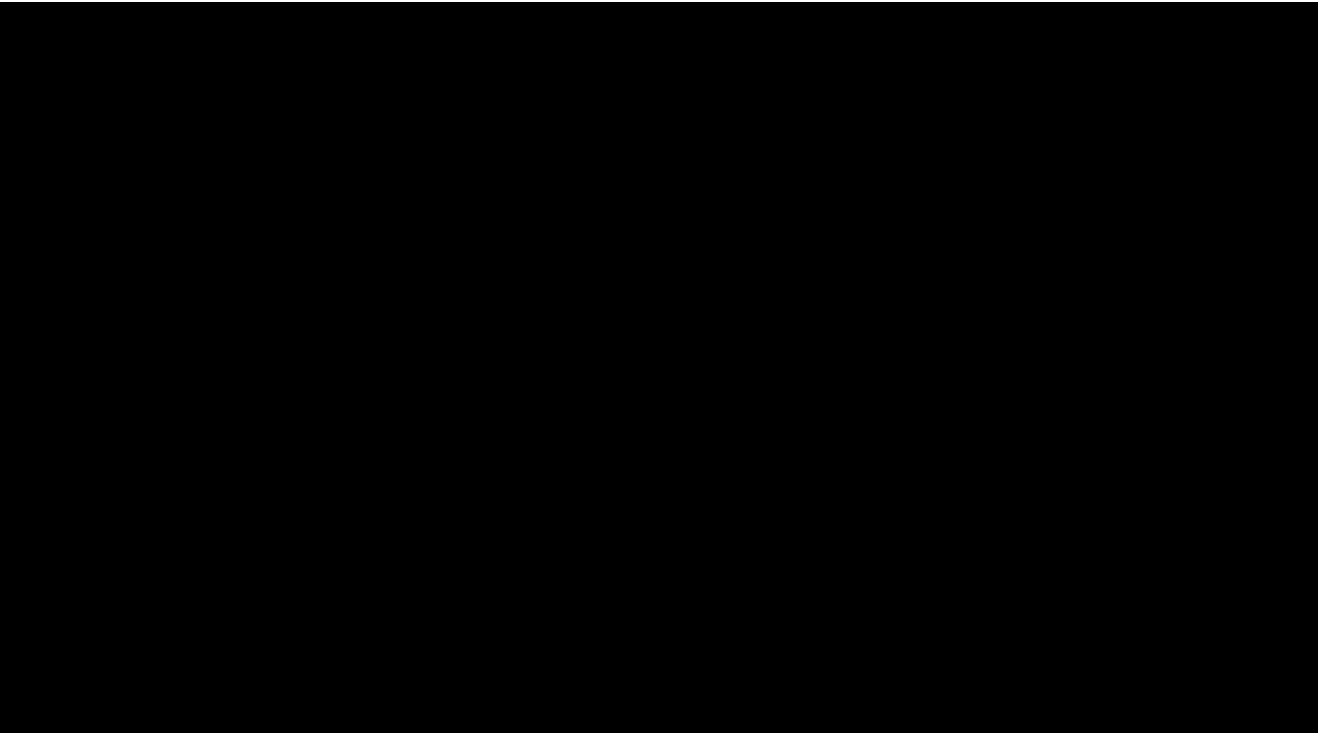
commercial info

We can confirm that your tender received the following scores and ranking:-

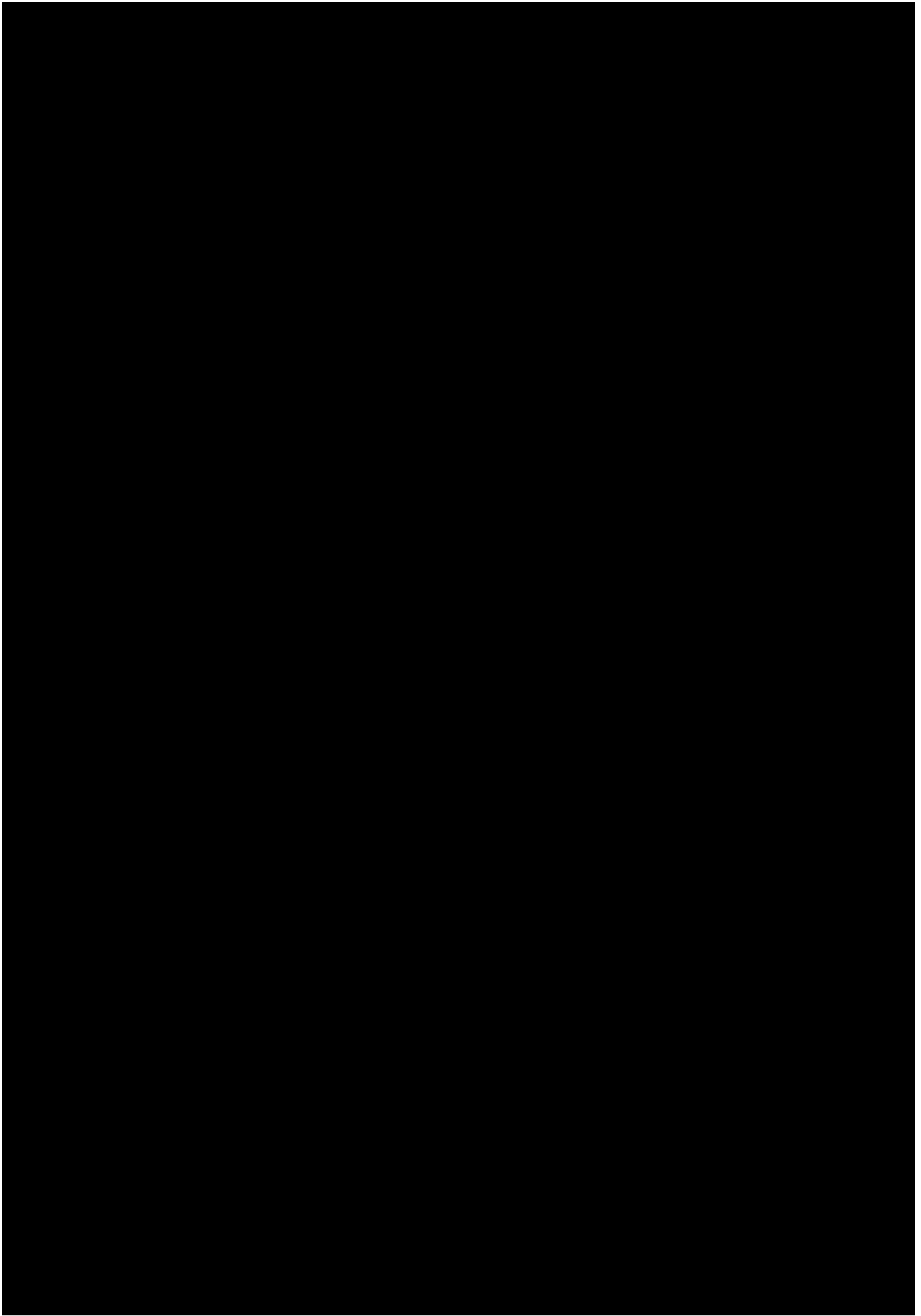
<b>Criteria</b>	<b>Your Weighted Score</b>	<b>Highest Scoring Tenderer Overall - Total Weighted Marks</b>	<b>Your Rank (out of all 9 tenders received)</b>
Price (out of 600 marks)	████	████	█
Quality (out of 400 marks)	████	████	█
Overall	████	████	█

Please find details of the marks allocated to you for Price and Quality and reasoning behind the Quality marks as follows:-

In your marks for Quality, please note that you may have had some of the characteristics stated within the justifications, however your responses may not have been as comprehensive as the highest scoring response and this will be reflected in your score.



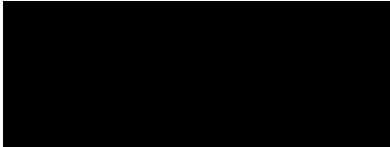
commercial info



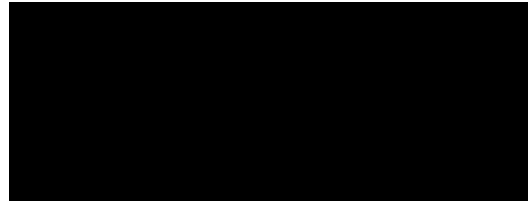
personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully



Head of Customer Support & Assets  
Shropshire Council



Design Team Leader  
Design Team  
Shropshire Council



personal info

Wernick Buildings Ltd  
Nidum Works  
Neath Anney  
Neath  
SA10 7DS  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 28 August 2013

Dear Sirs

**IMC 071 – A FRAMEWORK AGREEMENT FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF DEMOUNTABLE BUILDINGS**

**SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender. Please note that this framework is for a 12 month period renewable annually for a further three years.

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on Monday 09<sup>th</sup> September.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework to RG Stones (Buildings) Ltd; Wernick Buildings Limited; The McAvoy Group Limited, after the expiry of the standstill period.

The framework agreement will be subject to the “JCT 2011 Intermediate with contractor’s design” form of contract, the invitation to tender documents, Shropshire Council General Terms & Conditions and your tender response.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.

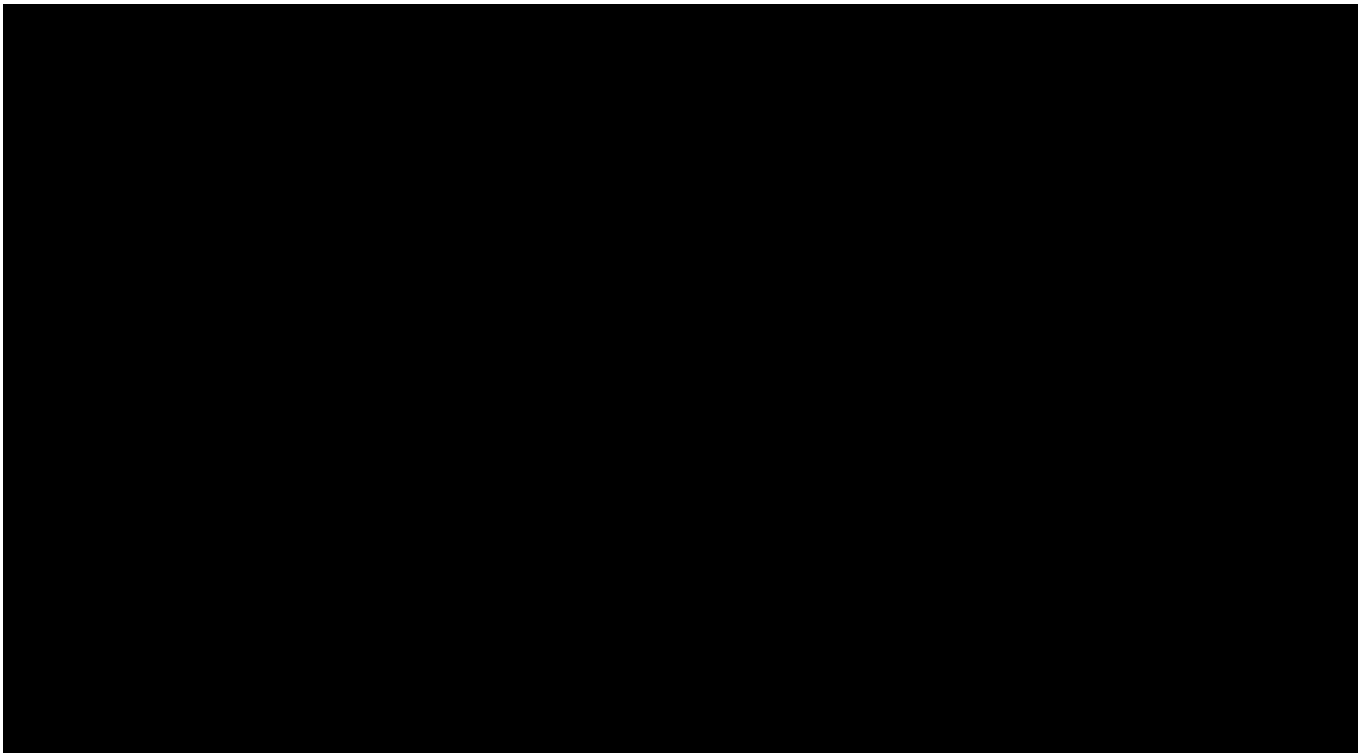
commercial info

We can confirm that your tender received the following scores and ranking:-

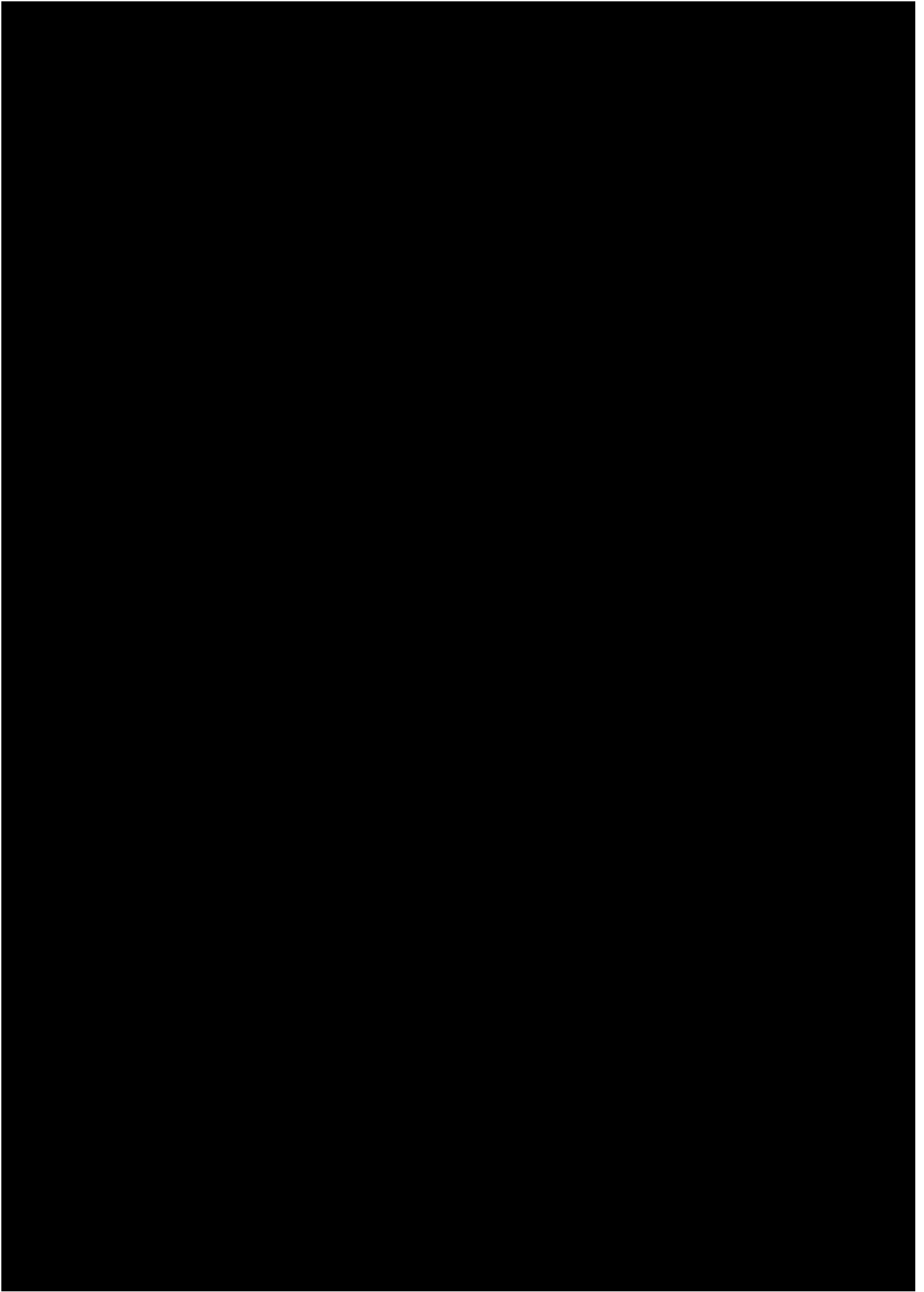
<b>Criteria</b>	<b>Your Weighted Score</b>	<b>Highest Scoring Tenderer Overall - Total Weighted Marks</b>	<b>Your Rank (out of all 9 tenders received)</b>
Price (out of 600 marks)	■	■	■
Quality (out of 400 marks)	■	■	■
Overall	■	■	■

Please find details of the marks allocated to you for Price and Quality and reasoning behind the Quality marks as follows:-

In your marks for Quality, please note that you may have had some of the characteristics stated within the justifications, however your responses may not have been as comprehensive as the highest scoring response and this will be reflected in your score.



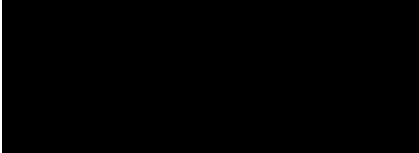
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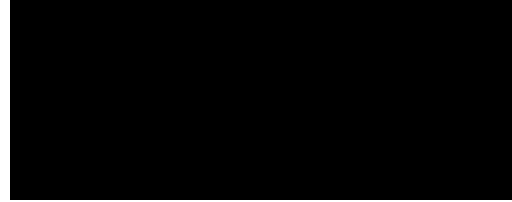
personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully



Head of Customer Support & Assets  
Shropshire Council



Design Team Leader  
Design Team  
Shropshire Council



personal info

The McAvoy Group Ltd  
76 Ballynakilly Road  
Dungannon  
BT71 6HD  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 28 August 2013

Dear Sirs

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The framework agreement will be subject to the "JCT 2011 Intermediate with contractor's design" form of contract, the invitation to tender documents, Shropshire Council General Terms & Conditions and your tender response.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.



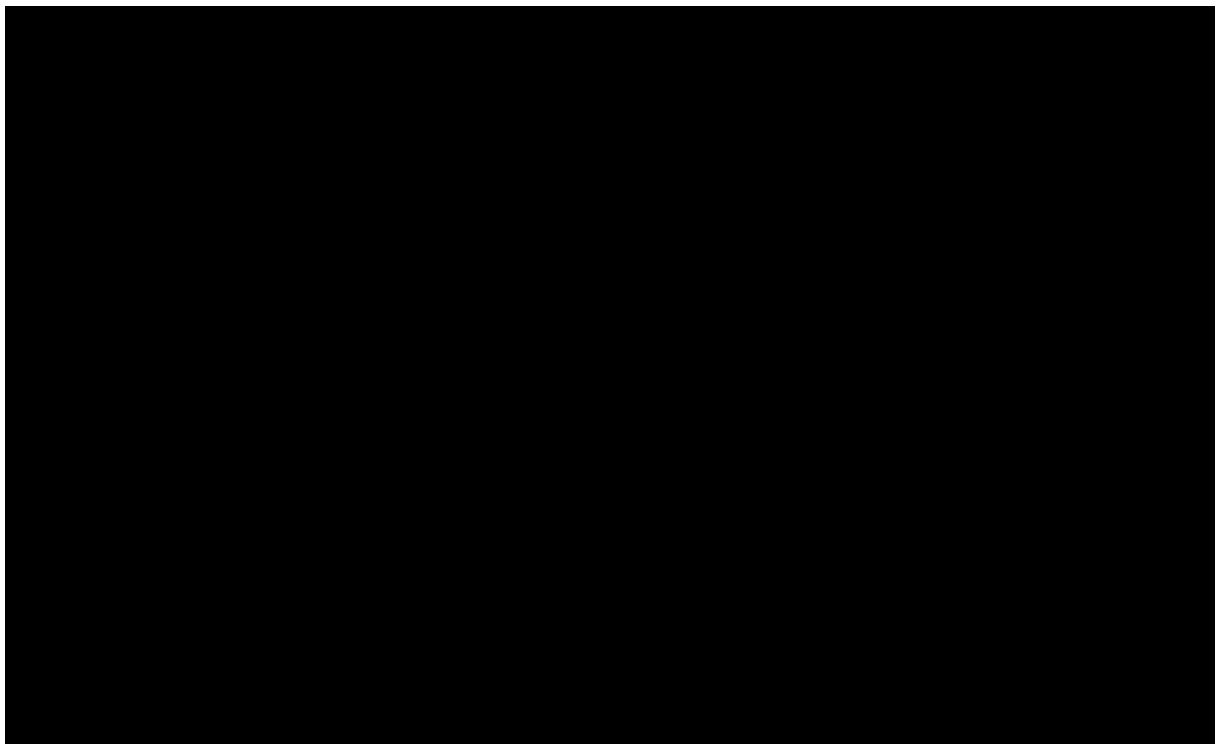
commercial info

We can confirm that your tender received the following scores and ranking:-

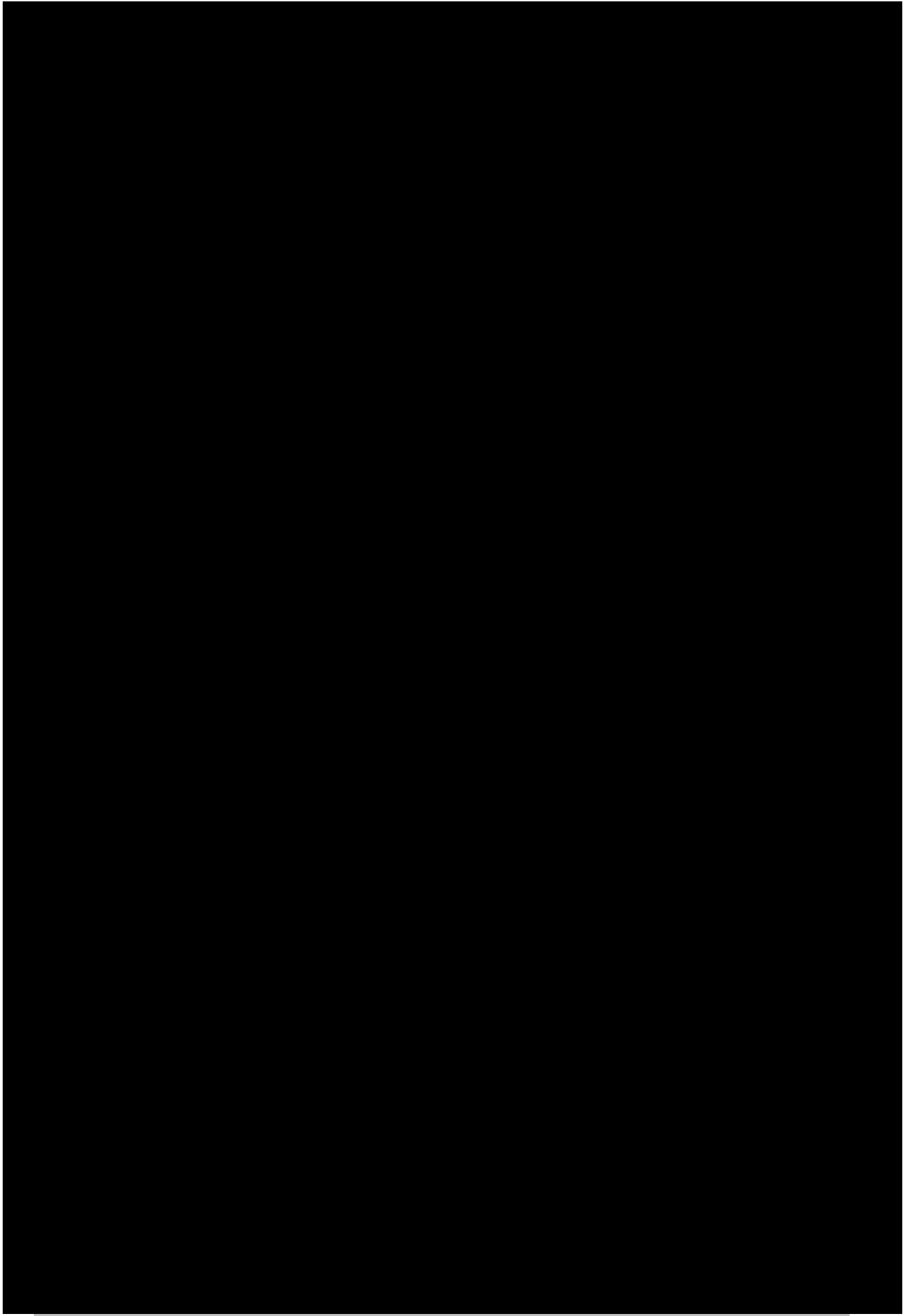
<b>Criteria</b>	<b>Your Weighted Score</b>	<b>Highest Scoring Tenderer Overall - Total Weighted Marks</b>	<b>Your Rank (out of all 9 tenders received)</b>
Price (out of 600 marks)	████	████	█
Quality (out of 400 marks)	████	████	█
Overall	████	████	█

Please find details of the marks allocated to you for Price and Quality and reasoning behind the Quality marks as follows:-

In your marks for Quality, please note that you may have had some of the characteristics stated within the justifications, however your responses may not have been as comprehensive as the highest scoring response and this will be reflected in your score.



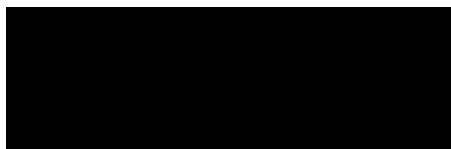
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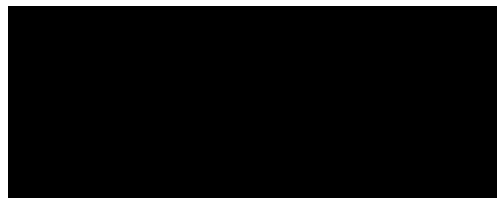
personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully



Head of Customer Support & Assets  
Shropshire Council



Design Team Leader  
Design Team  
Shropshire Council

personal info

R G Stones (Buildings) Ltd  
The Sawmills  
Weston Rhyn  
Oswestry  
SY10 7TG  
[REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

Date: 10 September 2013

Dear Sirs

**IMC 071 – A FRAMEWORK AGREEMENT FOR THE SUPPLY, INSTALLATION AND MAINTENANCE OF DEMOUNTABLE BUILDINGS**

I am pleased to inform you that, having received no notice of challenge during the mandatory standstill period that expired at midnight on 09 September 2013, Shropshire Council proposes to accept you onto the above Framework as set out in our previous letter to you dated the 28 August 2013. The Framework will be in place up to a period of 4 years, commencing on 10 September 2013.

You will therefore be approached along with the other accepted contractors to provide tenders for individual jobs during the duration of this framework agreement. The framework agreement will be subject to the "JCT 2011 Intermediate with contractor's design" form of contract, the invitation to tender documents, Shropshire Council General Terms & Conditions and your tender response.

No guarantee is given in relation to the volume of work that will be required or any contracts awarded to individual contractors.

Your point of contact in Property Services will be [REDACTED] Architectural Technologist (Tel: 01743 281089).

Yours faithfully

[REDACTED]

Procurement Manager  
Shropshire Council

personal info

Wernick Buildings Ltd  
Nidum Works  
Neath Anney  
Neath  
SA10 7DS  
[REDACTED]

Shropshire Council  
Shirehall  
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Yours faithfully

[REDACTED]

Shropshire Council

personal info

The McAvoy Group Ltd  
76 Ballynakilly Road  
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Shropshire Council  
Shirehall  
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Date: 10 September 2013


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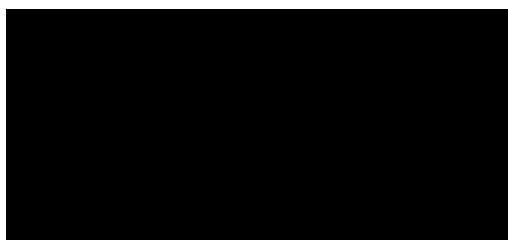
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