

This notice in TED website: <http://ted.europa.eu/udl?uri=TED:NOTICE:405173-2017:TEXT:EN:HTML>

**United Kingdom-Shrewsbury: Modular and portable buildings  
2017/S 197-405173**

**Contract notice**

**Services**

Directive 2014/24/EU

**Section I: Contracting authority**

**I.1) Name and addresses**

Shropshire Council  
Shirehall, Abbey Foregate  
Shrewsbury  
SY2 6ND  
United Kingdom  
Contact person: [REDACTED]  
Telephone: +44 1743252992  
E-mail: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)  
NUTS code: UKG22

**Internet address(es):**

Main address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

**I.1) Name and addresses**

Shropshire 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  
Shirehall, Abbey Foregate  
Shrewsbury  
SY2 6ND  
United Kingdom  
E-mail: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)  
NUTS code: UKG22

**Internet address(es):**

Main address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

**I.2) Joint procurement**

The contract involves joint procurement

**I.3) Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Modular-and-portable-buildings./39566ACHQ9>  
Additional information can be obtained from the abovementioned address  
Tenders or requests to participate must be submitted electronically via: <http://www.delta-esourcing.com/tenders/UK-title/39566ACHQ9>  
Tenders or requests to participate must be submitted to the abovementioned address

**I.4) Type of the contracting authority**

Regional or local authority

- I.5) **Main activity**  
General public services

**Section II: Object**

II.1) **Scope of the procurement**

- II.1.1) **Title:**  
RMCB 029 — Framework Agreement for the supply and installation of Demountable Buildings.  
Reference number: RMCB 029

- II.1.2) **Main CPV code**  
44211100

- II.1.3) **Type of contract**  
Services

- II.1.4) **Short description:**  
A framework arrangement for the supply and maintenance of demountable building facilities including:  
1. The provision of new demountable building facilities and  
2. The provision of maintenance, refurbishment and relocation of existing demountable buildings.  
It is envisaged that up to 6 suppliers will form this framework.  
The framework arrangement will be for an initial period of 2 years commencing on 1.1.2018 with the option to extend for a further 2 year period.

- II.1.5) **Estimated total value**  
Value excluding VAT: 1 000 000.00 GBP

- II.1.6) **Information about lots**  
This contract is divided into lots: no

II.2) **Description**

- II.2.1) **Title:**

- II.2.2) **Additional CPV code(s)**  
44211100

- II.2.3) **Place of performance**  
NUTS code: UKG22  
Main site or place of performance:  
Shropshire CC.

- II.2.4) **Description of the procurement:**  
A framework arrangement for the supply and maintenance of demountable building facilities including:  
1. The provision of new demountable building facilities and  
2. The provision of maintenance, refurbishment and relocation of existing demountable buildings.  
It is envisaged that up to 6 suppliers will form this framework.  
The framework arrangement will be for an initial period of 2 years commencing on 1.1.2018 with the option to extend for a further 2 year period.

- II.2.5) **Award criteria**  
Criteria below  
Quality criterion - Name: Quality / Weighting: 50  
Cost criterion - Name: Price / Weighting: 50

- II.2.6) **Estimated value**  
Value excluding VAT: 1 000 000.00 GBP

**II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

Start: 01/01/2018

End: 31/12/2019

This contract is subject to renewal: yes

Description of renewals:

This contract can be extended for a further 2 year period.

**II.2.10) Information about variants**

Variants will be accepted: no

**II.2.11) Information about options**

Options: no

**II.2.12) Information about electronic catalogues**

**II.2.13) Information about European Union funds**

The procurement is related to a project and/or programme financed by European Union funds: no

**II.2.14) Additional information**

**Section III: Legal, economic, financial and technical information**

**III.1) Conditions for participation**

**III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions:

See tender documents.

**III.1.2) Economic and financial standing**

List and brief description of selection criteria:

See tender documents.

Minimum level(s) of standards possibly required:

See tender documents.

**III.1.3) Technical and professional ability**

List and brief description of selection criteria:

See tender documents.

Minimum level(s) of standards possibly required:

See tender documents.

**III.1.5) Information about reserved contracts**

**III.2) Conditions related to the contract**

**III.2.1) Information about a particular profession**

**III.2.2) Contract performance conditions:**

See tender documents.

**III.2.3) Information about staff responsible for the performance of the contract**

**Section IV: Procedure**

**IV.1) Description**

**IV.1.1) Type of procedure**

Open procedure

**IV.1.3) Information about a framework agreement or a dynamic purchasing system**

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

IV.1.4) **Information about reduction of the number of solutions or tenders during negotiation or dialogue**

IV.1.6) **Information about electronic auction**

IV.1.8) **Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: no

IV.2) **Administrative information**

IV.2.1) **Previous publication concerning this procedure**

IV.2.2) **Time limit for receipt of tenders or requests to participate**

Date: 13/11/2017

Local time: 12:00

IV.2.3) **Estimated date of dispatch of invitations to tender or to participate to selected candidates**

IV.2.4) **Languages in which tenders or requests to participate may be submitted:**

English

IV.2.6) **Minimum time frame during which the tenderer must maintain the tender**

IV.2.7) **Conditions for opening of tenders**

Date: 13/11/2017

Local time: 12:00

Place:

Shirehall.

#### **Section VI: Complementary information**

VI.1) **Information about recurrence**

This is a recurrent procurement: yes

Estimated timing for further notices to be published:

4 years.

VI.2) **Information about electronic workflows**

VI.3) **Additional information:**

The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Modular-and-portable-buildings./39566ACHQ9>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/39566ACHQ9>

GO Reference: GO-20171011-PRO-11182182.

VI.4) **Procedures for review**

VI.4.1) **Review body**

Shropshire Council

Shirehall

Shrewsbury

SY2 6ND

United Kingdom

Telephone: +44 1743252992

E-mail: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.4.2) **Body responsible for mediation procedures**

Shropshire Council

Shirehall, Abbey Foregate

Shrewsbury

SY2 6ND

United Kingdom

E-mail: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.4.3) **Review procedure**

VI.4.4) **Service from which information about the review procedure may be obtained**

Shropshire Council

Shirehall, Abbey Foregate

Shrewsbury

SY2 6ND

United Kingdom

E-mail: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.5) **Date of dispatch of this notice:**

11/10/2017

**Commissioning & Procurement**

Shirehall, Abbey Foregate  
Shrewsbury, SY2 6ND



**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for: [REDACTED]

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

Dear Bidder

**RMCB 029 – SUPPLY, INSTALLATION AND MAINTENANCE OF MODULAR BUILDINGS  
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Tender Response Document
3. Framework Specification Schedule
4. Intermediate Building Contract – Contract Preliminaries
5. JCT Intermediate with Contractors Design 2016
6. General Materials and Workmanship
7. Electrical Installations Specification 2017
8. Demountable's Model 2017 PCIP
9. Appendix I – Additional Clauses to standard form of contract
10. Appendix J – Example Form of Agreement
11. Appendix K – Sustainable Construction Policy

Tenders should be made on the enclosed Tender Specification and Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. 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 13<sup>th</sup> November 2017** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

### 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 **11<sup>th</sup> October 2017** 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.

**Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).**

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

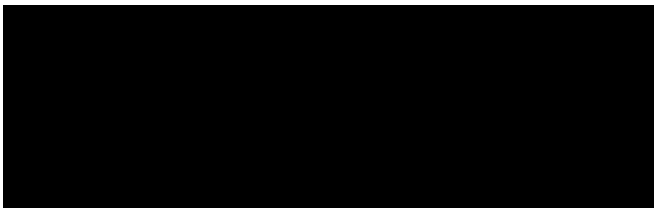
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Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

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

Yours faithfully



Commissioning & Procurement  
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**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 Contractor 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 Contractor 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 Contractor'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 2017**

**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 with Contractor's Design 2016 edition , 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:*

Insert description of the Contractor's Design Portion (see Project Preliminaries)

#### **Third recital**

*Insert:*

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

#### **Forth 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)

## 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.*

 Property Services Group (PSG) Manager , Shropshire Council,  
Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND

### **Article 4: The Quantity Surveyor**

*Insert the following details of the Quantity Surveyor.*

See Project Preliminaries

### **Article 5: Principal Designer**

*Insert the following details of the Principal Designer:*

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 with Contractor's Design 2016. 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 1.3: Agreement etc. to be read as a whole**

*Delete the words "Nothing contained in any other contract document or any framework agreement, irrespective of their terms, 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>	
Eighth Recital and clause 4.6	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
Eleventh 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	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
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
4.7	Advance payment	See Project Preliminaries
4.7	Advance Payment Bond	See Project Preliminaries
4.8.1	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
4.9.1	Percentage of the total value of work etc	95 per cent
4.9.1	Percentage of the total value of the Works or Section	97.5 per cent
4.10.4	Listed Items – Uniquely identified	See Project Preliminaries
4.10.5	Listed items – not uniquely identified	See Project Preliminaries
4.3, 4.9 and Schedule 4	Contribution, levy and tax fluctuations	Applies.

	Percentage addition for Fluctuations Option, paragraph 12	Fifteen per cent
6.4.1	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	
6.15	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
6.18	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	Appointer 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** • Refrigerant 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.

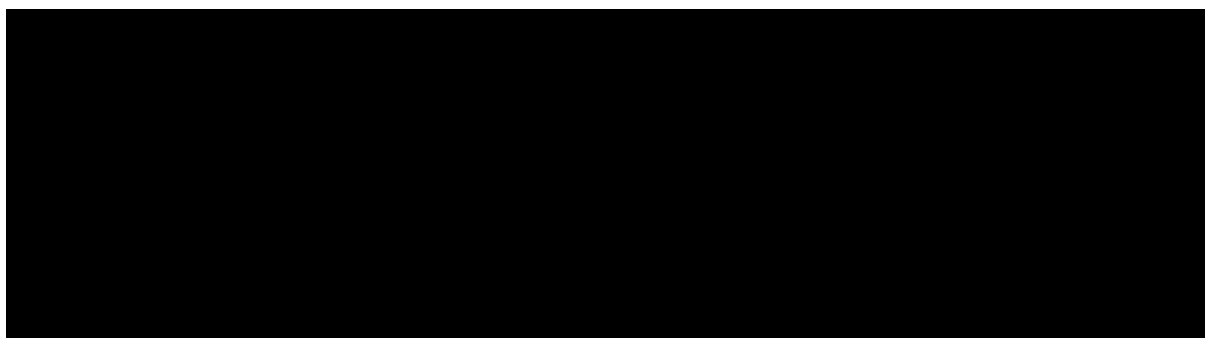
## personal info

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.



# **Pre-Construction Phase Health and Safety Information Pack**

## **Shropshire Council Demountable Model 2017**

**(NOTE: THIS DOCUMENT IS FOR PRICING PURPOSES ONLY FOR TENDER  
IMC 071 - NO CONSTRUCTION PHASE HEALTH AND SAFETY PLAN OR  
HEALTH AND SAFETY FILE IS REQUIRED)**

September 2017

## **PRE-CONSTRUCTION HEALTH AND SAFETY INFORMATION PACK**

### **INTRODUCTION**

The following document is prepared by the CDM Co-Ordinator (or “CDMC”) in compliance with Regulation 10 Construction (Design and Management) Regulations 2007, or CDM 2007, for suitable and relevant information to be passed to the Principal Contractor (or “PC”) of each Phase (and other Contractors if appointed by the Client).

The purpose of this Information Document is to provide the PC’s (etc) with sufficient information to enable them to comply with the requirements of CDM 2007 to compile and develop adequate Construction Phase Health & Safety Plan/s, and to take foreseeable hazards into account when establishing health & safety management arrangements for the project.

### **1 Description of the project**

#### **(a) project description and programme;**

Construction of a stand alone demountable building and associated external works.

#### **(i) key dates (including planned start and finish of the construction phase),**

Commence on site	TBA
Duration of project	TBA

#### **(ii) the minimum time to be allowed between appointment of the principal contractor and instruction to commence work on site;**


The minimum time allowed by the client following appointment as principal contractor shall be two weeks.

#### **(b) details of the client, CDM co-ordinator, designer, principal contractor and any other consultants**

<b>The Client:</b>	<b>Learning &amp; Skills</b> Shropshire Council Shirehall Shrewsbury Shropshire SY2 6ND
--------------------	--

<b>The CDM Co-Ordinator (CDMC):</b>	To be advised
-------------------------------------	---------------

## **The Architect / Contract Administrator**

 Property Services Group Manager  
Property Services Group, Shropshire Council,  
Shirehall, Abbey Foregate,  
Shrewsbury SY2 6ND

### **(c) whether or not the structure will be used as a workplace**

The finished structure will be used as a place of work and as such the designs will need to take account of the Workplace (Health, Safety and Welfare) Regulations 1992

### **(d) extent and location of existing records and plans.**

Currently the following drawings have been issued

Location Plan  
Proposed Floor Plan

A schedule of particulars has also been provided.

## **2 Client's considerations and management arrangements**

### **(a) Arrangements for:**

#### **(i) planning for and managing the construction work, including any health and safety goals for the project,**

The ultimate goals of the project are to have no accidents or reported ill health, in addition to this we want to achieve a high level of workplace health and safety. We want to be able to work and liaise closely with all appointed personnel to benefit the project.

A suitable level of supervision will be expected throughout this project in order to achieve a high level of health and safety.

As the workplace is a school, the successful Principal Contractor will be expected to remind all staff working on the project (At induction training) the importance of not using bad language or openly smoking in public.

All safety inductions of site staff will be expected prior to commencing on site. Regular health and safety inspections will be expected throughout the contract, with the results being recorded and displayed and forming part of the agenda on monthly meetings.

#### **(ii) communication and liaison between client and others,**

Three site meetings are scheduled for the project, one shortly after appointment of the principal contractor, one after approximately one month and one as the works are nearing completion.

**(iii) security of the site**

The Contractor will be wholly responsible for the security of the site compound.

**(iv) welfare provisions;**

**Sanitary conveniences**

Suitable and sufficient sanitary conveniences shall be provided or made available at readily accessible places. So far as is reasonably practicable, rooms containing sanitary conveniences shall be adequately ventilated and lit, be kept in a clean and orderly condition.

Arrangements should be made for separate facilities containing sanitary conveniences for men and women.

**Washing facilities**

Suitable and sufficient washing facilities shall be provided or made available at readily accessible places.

Washing facilities shall be provided in the immediate vicinity of every sanitary convenience, whether or not provided elsewhere.

Washing facilities shall include, a supply of clean hot and cold, or warm, water (which shall be running water so far as is reasonably practicable). Soap or other suitable means of cleaning, towels or other suitable means of drying.

Rooms containing washing facilities shall be kept in a clean and orderly condition, shall be sufficiently ventilated and lit.

**Facilities for rest**

Suitable and sufficient rest rooms or rest areas shall be provided or made available at readily accessible places.

Rest rooms and rest areas shall include suitable arrangements to protect non-smokers from discomfort caused by tobacco smoke.

Be equipped with an adequate number of tables and adequate seating with backs for the number of persons at work likely to use them at any one time.

Include suitable arrangements to ensure that meals can be prepared and eaten, include the means for boiling water, and be maintained at an appropriate temperature.

**Drinking water**

An adequate supply of wholesome drinking water shall be provided or made available at readily accessible and suitable places. Every supply of drinking water shall be conspicuously marked by an appropriate sign where necessary for reasons of health and safety.

Where a supply of drinking water is provided, there shall also be provided a sufficient number of suitable cups or other drinking vessels unless the supply of drinking water is in a jet from which persons can drink easily.

**(b) requirements relating to the health and safety of the client's employees or customers or those involved in the project such as:****(i) site hoarding requirements,**

The PC is to provide and securely erect and maintain a 2m high security fence to the complete perimeter of the Contractor's work area.

**(ii) site transport arrangements or vehicle movement restrictions,**

Access to the site is off the A-road. This will be used heavily by traffic during school drop off and collection times and large vehicle deliveries should be avoided at these times

**(iii) client permit-to-work systems,**

Permit to work will not be issued on this contract.

**(iv) fire precautions**

Suitable fire extinguishers must be provided by the principal contractor. No hot works other than minor plumbing is forecast for this project.

Please refer to the Fire Prevention on Construction Sites Joint Code of Practice Sixth Edition.

**(v) emergency procedures and means of escape,**

Emergency procedures must be put in place for the contract, and developed as the contract develops.

**(vi) 'no-go' areas or other authorised requirements for those involved in the project,**

All works, parking and compound areas are restricted to the area shown on drawing no. 99/99/99/A008

**(vii) any areas the client has designated as confined spaces,**

No area has been designated on this project as a confined space.



**(viii) smoking and parking restrictions.**

The complete site is designated 'no smoking'.

### **3 Environmental restrictions and existing on-site risks**

**(a) Safety risks, including:**

**(i) boundaries and access, including temporary access**

Please refer to site layout plan

**(ii) any restrictions on deliveries or waste collection or storage,**

All waste must be removed daily from site and not allowed to build.

**(iii) adjacent land uses**

The adjacent land is a mainly residential; contractor must be aware and mindful of the public and especially dog walkers in and around the area.

**(iv) location of existing services particularly those that are concealed – water, electricity, gas, etc**

Services are shown on drawing no.

**(v) information about existing structures**

The works are on a green field site with no existing structures.

**(b) health hazards, including:**

**(i) asbestos, including results of surveys (particularly where demolition is involved),**

No asbestos is present on the site (for pricing purposes)

**(ii) existing structures containing hazardous materials**

No known hazardous materials are present on the site (for pricing purposes)

**(iii) health risks arising from client's activities.**

No significant health risk should arise from the client's activities.

## **4 Significant design and construction hazards**

### **(a) significant design assumptions and suggested work methods, sequence or other control measures;**

All details are supplied in the schedule of particulars

### **(b) arrangements for the co-ordination of ongoing design work and handling design changes;**

On going site meetings are to be arranged where design information can be co-ordinated; the CDMC must be informed of any design changes.

### **(c) information on significant risks identified during design;**

Work at height (Above and below ground) - All work at height must be completed in a safe manner and comply with The Work at Height Regulations 2005. All work at height must be properly planned and organised;

- all work at height takes account of weather conditions that could endanger health and safety;
- those involved in work at height are trained and competent;
- the place where work at height is done is safe;
- equipment for work at height is appropriately inspected;
- the risks from fragile surfaces are properly controlled; and
- the risks from falling objects are properly controlled.

#### **You must:**

- ensure that no work is done at height if it is safe and reasonably practicable to do it other than at height;
- ensure that the work is properly planned, appropriately supervised, and carried out in as safe a way as is reasonably practicable;
- plan for emergencies and rescue;
- take account of the risk assessment carried out under regulation 3 of the Management of Health and Safety at Work Regulations.

Traffic routes, every construction site shall be organised in such a way that, so far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health.

Vehicles, suitable and sufficient steps shall be taken to prevent or control the unintended movement of any vehicle on site.

### **(d) materials requiring particular precautions.**

No unusual materials which require additional precautions are to be used on this project.

## 5 The health and safety file

### Description of its format and any conditions relating to its content.

The CDMC is duty-bound to produce 1 no. Health & Safety File upon completion of the works.

To enable the CDMC to do this, each PC is under an obligation, as per Regulation 22 of CDM 2007, to co-operate with the CDMC by providing relevant information for inclusion within the File – particularly through “as-built” drawings (including M&E) and electrical test certificates.

For this contract technical and product information will be required on the following subjects at an absolute minimum:

- All drainage materials and equipment
- Doors & windows including emergency doors and pocket doors kitchenette door
- All Floor coverings
- Furniture
- All toilet and washing sanitary ware including soap dispensers, towel dispensers
- Pin boards & Whiteboards
- Window blinds
- Mechanical & Electrical
- Ramp and steps covering
- Safety Play surface
- Tarmacadam paving

The PC's are advised to ensure that relevant information is collected and contract drawings updated to “as-built” status throughout the duration of the construction works as it will be required by the CDMC ***within 3 weeks of construction completion.***

It should be noted that ***practical completion will not be granted by the Client until such time as the CDMC is satisfied that sufficient project information has been received for the File.***

# ELECTRICAL INSTALLATIONS SPECIFICATION

Electrical Installation is to be carried out in accordance with B S 7671:2008 Requirements for Electrical Installations incorporating all the latest amendments and with the enclosed General Technical Specification SP(E).

## General Electrical Installation

The wiring is to be run in preformed ducts within the building structure so as to be clear of any insulating materials. The installation shall be controlled by a distribution board as manufactured by Merlin Gerin Limited Cat. No. SEA9BN8M way 3 phase board, top mounted SEA9BNEX034N multi service unit and MGI1253N switch disconnecter. Included within the multi service unit shall be 1 No. light sensitive switch, Cat. No. IC2000p+ to control the supply to the outside lights. The unit should be fitted with a key operated door lock, Cat. No. SEA9BL.

The lighting is to be LED with prismatic controllers to all areas using fittings as manufactured by Dextra Lighting Limited from their Graduate and AMED LED ranges. The illumination levels in the classroom and store shall not be less than 300 lux uniformity 0.8 assuming zero daylight and a working plane of 700 mm above floor level. The lighting to the lobby and toilet areas shall be as above with a level not less than 150 lux at floor level. Lighting control shall be by the use of occupancy and daylight sensing in each room as manufactured by Ex-Or Ltd silver series lightspot controllers.

External lighting shall be in the form of a radial circuit from the distribution board using fittings from Design Plan Lighting Ltd Cat. No. QDR/1900NW/C04, switched by single gang switches as required from the light sensitive switch with the switch face plates engraved "EXTERNAL LIGHTING".

The lighting circuits shall be configured with separate switching to allow for zonal usage.

Provide in each classroom 6 No. grey moulded twin socket outlets connected to the distribution board by a ring circuit manufactured by MK Ltd. Provide from floor to ceiling at the interactive whiteboard position a drop of Marshall Tufflex Odyssey trunking containing 4 off single socket outlets and 3 off blank backboxes for use by others. Provide in the disabled toilet a Wandsworth disabled call system. Provide in both toilet areas a Warner Howard Airforce hand dryer fed from a fused spur at high level. Provide the electrical infrastructure required for the mechanical heating cooling installation as indicated on the mechanical engineers specification

All mcb's in the distribution board shall be allowed for in respect of general power and lighting and shall be of type B characteristic.

The building manufacturer shall be entirely responsible for the testing of the final sub-circuits and shall produce for each building a Certificate of Completion and Testing in accordance with BS7671:2008 following the provision of a supply to the building. For the purposes of calculations, assume a maximum impedance of 0.3 ohm, a supply voltage at 230V plus or minus 10% and a PSC of 1KA at the distribution board incoming terminals.

Provide a 25mm. earth conductor from the distribution board to the incoming water supply pipe. The provision of all required equipotential and supplementary bonding shall be included.

## Submains

- (i) The Building Supplier shall be responsible for the supply and installation of sub main cables to the building. The point of supply shall be agreed in advance with Shropshire

County Council's Electrical Engineer, similarly, the means of connection and switchgear to be supplied.

Sub Main Cables shall be supplied and run generally underground in accordance with the relevant sections of General Technical Specification SP(E).

Supplied to each building shall be a 4 core XLPE SWA cable sized to take account of the site electrical characteristics, to deliver the require voltage and disconnection times to Mobile Distribution Board incoming terminals, and serve the designated load.

Each Distribution Board so supplied shall be fitted with an engraved, screw fixed label identifying the following:

- a) The origin of the supply cable.
- b) The size of the supply cable.
- c) The nature and size of the protecting device.
- d) The origin of the pilot cable.
- e) The size of the Pilot cable.

All surface fixed external cables in (i) above shall be covered in heavy gauge galvanised steel capping to a minimum height of 2 metres above ground level.

- (ii) Each Building is to be provided with 2 off 100mm dia pvc duct to run between a designated location in the host building and the Mobile building. The duct may run along the same route as the sub main cable but not necessarily so. The exact run is to be agreed prior to installation. The duct at the Mobile Building end is to rise from below ground level via a slow bend and run fully into the building to floor level to terminate with a blank cap. Ducts are to be provided and fitted with a suitable draw rope. The duct is to be used by others for the installation of non-power services such as Intruder Alarms, Data Communications and Telecommunications.

## **Fire Alarm systems**

The Building Supplier shall be responsible for extending any existing Fire Alarm Systems existent at the associated property, to cover the Mobile Building. The system should provide for both detection and alarm generally as a Class L4 system unless denoted otherwise, and should conform to the requirements of BS5839 Part 1:20013 ; Fire detection and alarm systems for buildings.

The planning and zones and system configuration to be agreed with the supervising Electrical Engineer in advance.

The Building Supplier shall be responsible for any required control panel reprogramming, provision of addressing modules, and selection of accessories to suit the installation system.

The wiring for the alarm system within the building shall be Red insulated and sheathed FP200 cable. Linking cables to the property main building and system to be Red pvc insulated and sheathed MICS cable. All cables to be sized to suit with a minimum installed cable size of 1.5mm<sup>2</sup>. Site information zone charts or the like shall be updated to reflect the changes to the system imposed by the building.

## **Mechanical & Electrical Services**

*Mechanical & Electrical Services to be designed by 'Design Team Engineers'. All M*

	Element	Description
	Mechanical	Water Heater 10litre
	Mechanical	Water Heater 15litre
	Mechanical	Water Heater 30litre
	Mechanical	Mechanical Extracts
	Mechanical	Water Supply MDPE Pipe
	Mechanical	Stop Tap
	Mechanical	Water supply connection
	Mechanical	Chorination Testing
	Electrical	General Power and Lighting
	Electrical	Emergency Lighting
	Electrical	Hand dryer
	Electrical	Electric Meter
	Electrical / Mechanical	Electrical Heating Cooling Unit
	Electrical	Solar Panel
	Electrical	24 point cisco switch for server unit
	Electrical	Trunking
	Electrical	External Electric Socket
	Electrical	Outside Light
	Electrical	RCBO's
	Electrical	Interactive Whiteboard
	Electrical	IT Server and Cabinet
	Electrical	Wireless Network
	Electrical	Intruder Alarm System
	Electrical	Fire Alarm System

I+E installation in accordance with attached Electrical and Mechanical specification documents

Specification	unit	rate
Refer to SP(M)	1no.	
Refer to SP(M)	1no.	
Refer to SP(M)	1no.	
Refer to SP(M)	1no.	
Refer to SP(M)	1metre	
Refer to SP(M)	1no.	
Refer to SP(M)	1no.	
Refer to SP(M)	1no.	
Refer to SP( E)	rate for open plan building 100sq.m.	
Refer to SP( E)	rate for open plan building 100sq.m.	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP(M) / SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	1metre	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	1no.	
Refer to SP( E)	rate for open plan building 100sq.m.	
Refer to SP( E)	rate for open plan building 100sq.m.	

	Element	Description	Specification	unit	rate
1.01	Standard Building Shell Rate	100sq.m. rate	Contractors rate for building minimum 100sq.m including foundation, floor, walls and roof construction (including insulation necessary and necessary sustainable technology required for the production of a compliant SBEM calculation). Roof height to allow minimum ceiling height of 2.4metres To include all necessary excavation to building footprint and perimeter and delivery cost associated. To include all required building elements including those priced below (Section1 - Building Generally). Contractor to specify their standard cladding & roof finish and price rates below for alternative. Assume a level grassed site. Tenderers to specify what depth of excavation allowed for over site.		
1.02	Standard Building Shell Rate	75sq.m rate	Contractors rate for building minimum 75sq.m including foundation, floor, walls and roof construction (including insulation necessary and necessary sustainable technology required for the production of a compliant SBEM calculation). Roof height to allow minimum ceiling height of 2.4metres To include all necessary excavation to building footprint and perimeter and delivery cost associated. To include all required building elements including those priced below (Section1 - Building Generally). Contractor to specify their standard cladding & roof finish and price rates below for alternative. Assume a level grassed site. Tenderers to specify what depth of excavation allowed for over site.		
1.03	Standard Building Shell Rate	150sq.m rate	Contractors rate for building minimum 150sq.m including foundation, floor, walls and roof construction (including insulation necessary and necessary sustainable technology required for the production of a compliant SBEM calculation). Roof height to allow minimum ceiling height of 2.4metres To include all necessary excavation to building footprint and perimeter and delivery cost associated. To include all required building elements including those priced below (Section1 - Building Generally). Contractor to specify their standard cladding & roof finish and price rates below for alternative. Assume a level grassed site. Tenderers to specify what depth of excavation allowed for over site.		
1.11	External Walls	Timber Cladding	Genuine T & G Western Red Cedar vertical boarding treated with Sadolin classic wood stain/preserver.	sq.m (as e/o from standard build rate)	
1.12	External Walls	'Trespa Cladding'	Trespa 'Meteon' external cladding panels installed to building construction to manufacturer recommendations and specification.	sq.m (as e/o from standard build rate)	



1.13	External Walls	Brick Slip Cladding	"Fablite Building Solutions Ltd" brick slip cladding system. Standard board size 450mm (wide) x 1125mm (length) x 20-30mm (18mm slip with 9mm backing board). Breather membrane, 12-18mm ply lining. Ejot JA3 LT 4.9 screw fixings System to be installed to manufacturers recommendations	sq.m (as e/o from standard build rate)	
1.21	External Walls	Internal Lining	Plasterboard internal lining with taped joints.		
1.31	Roof	EPDM rubber roof system	EPDM Rubber Roof System  <b>Roof height to allow minimum ceiling height of 2.4metres</b>	sq.m (as e/o from standard build rate)	

**Note - Contractor to determine U value for all above elements to achieve compliant SBEM calculation. Where SBEM not required U values to achieve Building Regulations APD L2B min. requirement.**



# **INSTRUCTIONS FOR TENDERING**

**RMCB 029 – SUPPLY,  
INSTALLATION & MAINTENANCE  
OF MODULAR BUILDINGS**

## Shropshire Council Instructions for tendering

### **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.

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### 1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of the supply, installation and maintenance of modular buildings as detailed in the Tender Response Document. The contract will be for an initial period of **2 years** commencing on the **1<sup>st</sup> January 2018** with the option to extend for a further 2 year period subject to satisfactory price and performance

**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. Projects procured under this framework are to be administered using the "JCT 2016 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 fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 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 Shropshire 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, they will be required to undertake the required services.

### **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. Tenders must be submitted by the deadline of **noon, 13<sup>th</sup> November 2017**
- 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** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 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 **6<sup>th</sup> November 2017**
- 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 Shropshire 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 this contract 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** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of a framework of service providers for the supply and maintenance of demountable buildings who will be asked to quote as appropriate for projects throughout the duration of this framework arrangement. Once a quotation 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 quote for demountable and nodular buildings. 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 increases / decreases in market value
- 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 work supplied and delivery of such work 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> January 2018.

## **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**     The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**19.0     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 .....



# **CONTRACT PRELIMINARIES**

## **Shropshire Council Demountable Model 2017**

**JCT 2016 Intermediate Building Contract  
With Contractors Design (ICD)**

**August 2017**

## A10 PROJECT PARTICULARS

### 110 THE PROJECT

- Name: Shropshire Council Demountable Model 2016
- Nature: To be confirmed
- Location: Shropshire  
Length of contract To be confirmed

### 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: Steve Carpenter, Property Services Group Manager.
- Address: Property Services Group, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND
- Telephone: 01743 281094. E-mail: [REDACTED]@shropshire.gov.uk.

### 145A CONTRACT ADMINISTRATOR REPRESENTATIVE

- Name: To be confirmed.
- Address: Property Services Group, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND • 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 Group, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND • Telephone: To be confirmed. E-mail: To be confirmed. •

## A11 TENDER AND CONTRACT DOCUMENTS

### 110 TENDER DRAWINGS

The tender drawings are: To be confirmed

### 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 to be confirmed 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. to be confirmed

### 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. to be confirmed
- 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 to be confirmed

### 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 2016 INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN (ICD)
- The Contract: JCT 2016 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: Steve Carpenter Property Services Group Manager.

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 September 2017

### 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 December 2017

#### 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 1992
  - 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 2015.
  - " The Temporary or Mobile Construction Sites Directive.
  - " The Control of Substances Hazardous to Health Regulations 2002
  - " Manual Handling Operations regulations 1992 amended 2002
  - " The Management of Health & Safety At Work regulations 1999 & 2006 amendment
  - " The Provision and Use of Work Equipment Regulations 1998
  - " Personal Protective Equipment At Work Regulations 1996
  - " 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 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.

**SHROPSHIRE COUNCIL – PROPERTY SERVICES GROUP**

**GENERAL MATERIALS & WORKMANSHIP SPECIFICATION**

**MECHANICAL SERVICES INSTALLATION FOR  
DEMOUNTABLE CLASSROOMS**

**SP(M) DEM**

**Revised: August 2017**

**To be read in conjunction with other contract documents and drawings to provide detailed explanations of requirements for the materials and workmanship to be employed on Shropshire Council Projects.**

**Specification notes on drawings and in the Scope of the Works take precedence where they differ from the standard clauses herein.**

**Not all clauses may be relevant to this project.**

### **Design Responsibility**

The mechanical drawings and specification issued represent the design strategy for this project, for which the Council takes responsibility, and describe the design, materials, products and standards of workmanship to be employed and the Codes of Practice which shall be maintained by the contractor to achieve the requirements of the Council.

The drawings are not, and can never be, exhaustive and it shall be deemed to be agreed upon commencement of this contract that the contractor shall execute the works in full compliance with all relevant legislation and incorporate all features and components which are generally accepted good practice for any particular configuration whether or not they are explicitly described on the drawings or in this specification.

In the event of the contractor discovering any issues arising with regard to the design, layout, routing, practicability, availability of specified components, site coordination etc then he shall report his concerns promptly to the Council's Mechanical Engineer for a judgement.

As-built drawings shall reflect the installations as finally constructed and shall therefore be prepared by the contractor and not be over-printed copies of the Council's drawings.

### **Correspondence**

All queries should be addressed to:  
The Mechanical Design Engineer,  
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## **MECHANICAL SERVICES INSTALLATION FOR DEMOUNTABLE CLASSROOMS**

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## **1. GENERAL**

Mechanical Installation shall not be commenced in any building until such time as the building, or respective building parts, have been made weather proof and water tight in a permanent manner.

This section shall be read in conjunction with the specification and drawings prepared for the Contract. The following clauses may not apply to all the services of the Contract, therefore only relevant parts should be considered where applicable.

## **2. INSTALLATION OF PIPEWORK**

All pipework shall be installed in a first-class workmanlike manner in accordance with best modern practice with full provision for venting and draining, expansion and contraction, maintenance, renewal and appearance.

Unless otherwise stated on the drawing, or instructed on site, all pipes shall have a minimum clearance of 100 mm. from floors, 75 mm. from ceilings and 25 mm. from the finished faces of walls or other surfaces. Additional allowance is to be made where pipes are to be insulated, particularly in plant rooms where allowance is also to be made for electrical trunking, running at the rear of pipework.

All pipework shall be fixed mutually parallel where adjacent and all vertical pipes shall be parallel to adjacent vertical walls, and in 'plumb'.

Care is to be taken in setting out mains and branches of the various services generally throughout the buildings to facilitate subsequent maintenance, enable insulated pipework to be covered to the specified thickness and to provide accommodation for the Electrical Contractor and other trades, with whom the Mechanical Contractor shall work in close collaboration. Overall co-ordination of services shall be the responsibility of the main contractor.

No hot water, cold water or gas main shall be run in contact with any electrical cable or conduit and shall maintain a clearance of 150 mm from any electrical service.

All sets or pulled bends on steel or copper pipes shall be free from flattening and distortion, ridging and rippling.

Open ends of pipe when left unattended shall be properly capped or plugged off, the use of paper, rag, cotton waste, or similar materials will not be permitted.

All steel and copper pipes laid underground shall be plastics coated and wrapped with two layers of Denso tape, or equal approved, with an minimum of 12 mm. overlap per turn, unless stated otherwise in particular specification or on drawing.

Burred ends of pipes are to be reamed or filed to ensure that the full bore of the pipe is maintained. All pipes shall be fitted clean and free from rust internally and externally, and from corrosion or obstruction.

At all times when the Mechanical Contractor finds difficulty on site in complying with the foregoing paragraphs, he shall obtain a ruling from the Engineer.



The tender shall cover for the opening up of completed pipework in three positions, and its replacement where so required, for inspection by the Engineer. In the event of the inspection revealing faulty workmanship or material, the Engineer reserves the right to require further openings up of completed pipework at the Mechanical Contractor's expense.

If further faulty workmanship is found, i.e. pipe burrs, etc, then the Mechanical Contractor shall dismantle and remove part or whole of the installation as directed by the mechanical engineer and replace all at his own expense.

#### Provision For Expansion.

Provision for accommodating expansion shall be included on all long straight metal pipe runs where significant cycles of temperature may occur, such as domestic hot water and space heating circuits.

### **3. STEEL TUBE AND FITTINGS APPLICATIONS:**

- LTHW Heating
- Natural Gas Carcassing (Main Distribution)
- Liquefied Petroleum Gas Pipework
- Oil Lines

Shall be in accordance with current B.S. 'Heavy' quality and shall be used for all oil, gas and heating mains, coils, etc, unless otherwise definitely indicated to the contrary. Galvanised 'heavy' quality tube shall be used for vent pipes (other than those specified to be copper), overflow pipes, feed and expansion pipes, drain pipes, drip and discharge pipes, compressed air lines and where specifically detailed for hot water service connections to galvanised cylinders.

Galvanised fittings, unions, nipples, brackets, etc; shall be used with galvanised pipework.

Pipes shall be screwed and socketed where used with fittings, with plain ends when welded and with site welded or factory fitted flanges when required flanged. See also paragraphs regarding flanged joints and welding below.

Oil pipework from storage tanks to burners shall be steel to BS 1387, 'Heavy' quality, with seamless butt-welding fittings to BS 1965, 'Heavy' grade. Welding shall be by the oxy-acetylene process and the installation shall be finished with micaceous anti-corrosive paint. Buried oil lines shall, in addition, receive two layers of 'Denso' tape, spiral wound, in opposing directions. Provisions shall be made for the regular pressure testing of oil pipework to verify its continued serviceability.

Screwed fittings on steel pipework shall be malleable iron in accordance current B.S.

All fittings shall be of Crane or George Fischer manufacture and of single manufacture throughout each installation. DO NOT MIX double taper and single taper joints.

Tees shall be of sweep pattern on pipe circuits. Square tees shall be used for vent, drain and thermometer positions and also on gas pipework.

Bends and easy sweep fittings shall be used on all circulating services, except where visible within rooms, when elbows shall be used.

On two-pipe systems, the returns from radiators shall pass the top (flow) pipe by means of crossover bends in the top pipe, in true vertical alignment.

Reduction in diameter of pipes shall be made by the use of:

1. Eccentric reducing sockets on horizontal pipe, concentric on vertical.
2. Reducing bends.
3. Reducing tees.

Reducing bushes will not be permitted except for radiator tappings or with the express permission of the Engineer.

Unions shall be malleable iron navy pattern, with bronze to bronze seats, unless otherwise indicated.

Long screw connectors and back-nuts will not be allowed.

Flanged fittings shall be fitted to pipes by screwing, welding or, where this is done by the tube manufacturer, the face of the flanges to be flush with the ends of the pipes.

Flanges where welded shall be welded internally and externally.

Flanges forming a joint must be flush with one another all round when in position with all bolt holes in correct alignment with washers under each nut and with three threads showing on the bolt, beyond the nut.

Screwed joints shall be made with P.T.F.E. tape or best quality approved jointing compound and hemp. Excess material is to be removed from joints after making and prior to painting by others.

Flanged joints shall be made with corrugated brass rings and an approved jointing compound, or with rubber packings and approved oil free jointing compound.

When flanged joints are made on expansion loops, bellows or bends, the correct amount of cold draw shall be made, which shall be checked and approved by the Engineer before the joint is made.

Welded joints on mild steel mains where specified to be oxyacetylene welded are to be in accordance with current B.S.

No screwed, capillary or manipulating fittings of any type on any service shall be embedded in the thickness of walls, floors or ceilings, or in any inaccessible position, including dips into floors to cross doorways, in which case changes in direction shall be made by setting the pipes.

On all mains and branches an adequate number of connectors shall be provided for ease of erection and subsequent maintenance. Hot water, gas, oil, cold water, high temperature overflow and vent pipes of 65 mm. diameter and over, connectors shall be flanged to B.S. Table 'D'. Sizes 54 mm. and under they shall be unions as specified later. No major item of equipment shall be so installed that it cannot be readily removed from the service pipes.

On heating flow and return pipework and incoming gas main in plant space, earthing clamps shall be installed, long enough to clear insulation. These shall be welded to steel pipework accessible positions for main bonding by the Electrical Contractor.

All pipework within floor ducts, inaccessible ceilings and wall ducts shall be welded. Any doubts the Mechanical Contractor may have regarding the requirement for welding, are to be dispelled by telephoning the Engineer, prior to tendering.

The type of jointing compound for use with all pipework containing oil shall be suitable for use with fuel oil and guaranteed to remain oil tight under all conditions eg 'Hermetite', manufactured by Kenilworth Engineering Co., West Drayton. Flanged connections to storage tanks shall be made with suitable oil tight packings as manufactured by Richard Klinger Ltd. No rubber or rubberised packing will be permitted with oil lines.

Joints on gas pipework shall be made with a jointing compound conforming to BS EN 751, such as Hawk White, Gastite (Boss) or Hermetite Gas Jointing Compound. P.T.F.E. tape shall not be used on pipe sizes 20 mm, and above, except on manufacturer's assembled threads.

**Pipeline Repair Only**, water, heating and gas.

Where due to restricted access to an existing pipe it is impossible to cut a thread or weld, the exterior of the pipe shall be thoroughly cleaned for a distance of 100mm and a connection made using a connector incorporating a metal-to-metal mechanical axial restraint as below:

Nominal diameters DN15 to DN50: GF Primofit, obtainable from Messrs Wrekin Pipeline Supplies Ltd.

Nominal diameters DN65 and larger: Viking Johnson.

#### **4. COPPER PIPES AND FITTINGS APPLICATIONS:**

- Cold and Hot Water Systems
- Refrigerant lines.
- Small bore gas final connection pipework.
- Individual connections to heat emitters not exceeding 22mm nominal diameter.
- LTHW Distribution pipework to radiant ceiling panels.
- Condensate lines from boilers and heaters.
- Discharge pipework from pressure/temperature relief valves.

All copper pipes for above ground systems shall be solid drawn in accordance with BS EN 1057, R250 Half Hard, as manufactured by Messrs Yorkshire Tube Ltd, and Kite marked.

Copper pipework and all associated fittings and bracketry to be chromium plated where exposed within habitable rooms, unless stated otherwise on drawings.

General fittings for use on copper pipes of light gauge shall, except where noted hereunder, be capillary integral solder ring jointed pattern employing lead free solder, dezincification resistant, of potable quality to BS EN 1254 and shall be of single manufacture throughout the installation. **End feed capillary or crimp fit fittings will not be accepted.**

Compression type fittings of current B.S. shall be used on appliance servicing valves, isolating valves, preset thermostatic blenders, in ducts and accessible trenches and voids. Any fittings used on underground copper pipes shall be manipulative type to the same British Standard and shall after testing be wrapped with two layers of Denso tape or when used with plastics coated or polythene tube, shall be wrapped with two layers of Denso PVC self-adhesive tape, applied after testing.

Joints on copper pipes shall be made strictly in accordance with the instructions of the fitting manufacturer and with the proper tools. Capillary type fittings shall be made with the manufacturer's recommended flux and with both tube and fitting cleaned with steel wool. Heat resistant mats shall be used to prevent damage to the building fabric.

Compression joints shall be made without distortion of the tube and shall be of Yorkshire Fittings or Conex manufacture only.

Where copper pipes are specified to be brazed, this shall be carried out in accordance with the current B.S. Brazed joints to be made with brazing rods as listed in current B.S., with

melting temperatures from 645°C to 800°C, type C.P.1., together with suitable fluxes, as recommended by the rod manufacturers.

Surplus solder and flux shall be cleaned off at the time the joints are made.

No screwed capillary or manipulative fittings of any type on any service shall be embedded in the thickness of walls, floors or ceilings, or in any inaccessible position, including dips into floors to cross doorways, in which case changes in direction shall be made by setting the pipes.

On all mains and branches an adequate number of connectors shall be provided for ease of erection and subsequent maintenance. Connectors for pipes of 54 mm diameter and under shall be unions, as specified in a later clause. All major items of equipment shall be so installed that they can be readily removed from the pipework without otherwise disturbing that pipework or other fittings.

The whole of the hot and cold water supply installations shall be carried out in accordance with The Water Regulations, as interpreted by Severn Trent Water.

## **5. PLASTICS PIPES AND FITTINGS APPLICATIONS**

- Soil, Waste & Ventilation
- Below Ground Water and Gas Services

The system as a whole shall be designed and installed in full compliance with the current Building Regulations Approved Documents B - Fire Precautions, E - Passage of Sound, H - Drainage and Waste Disposal and BS EN 12056 part 2.

Anti-siphon and ventilation pipes shall be provided as necessary to prevent loss of water traps throughout the system. Where such pipes pass through roof surface in locations agreed with the architect provide suitable weathering apron and terminate 300mm above roof surface with a proprietary vent cowl.

Access shall be provided generally at branches, changes of direction and at all connections to the existing systems, eg using access tees on waste pipework and access bends and access pipes on soil pipework. Accesses shall be provided on each soil vent pipe, regardless of whether any branches connect at that level, at a height of 1050mm to lower edge of access hole when cover is removed, above FFL.

Falls on soil waste and vent pipes shall not fall below the minimum stated in BS EN 12056-2 Gravity Drainage systems inside Buildings. Anti-siphon pipework and vent pipes must be installed in such a manner as to not create a trap.

Where plastics pipework larger than 40mm nominal diameter passes through fire compartment floors and walls, intumescent fire sleeves described in BS 476 'Fire tests on building materials and structures' shall be fitted.

Above ground waste and ventilation pipework, ie up to and including 50mm nominal diameter, shall be of muPVC to BS EN 1566 & 1329 and soil pipework of 82mm nominal diameter and above shall be of PVCu to BS EN 1329, all employing solvent welded joints, and manufactured by Messrs Marley or Geberit Terrain.

Connection of lateral branches to stacks shall be by fittings fitted with seal ring (push-fit) adaptor rings. Saddle type bosses for connecting new waste branches up to 50mm nominal diameter to existing stacks will be permitted if installed precisely to manufacturer's recommendations. Due allowance shall be made for the effects of expansion by installing joints incorporating seal ring adaptors.

Solvent welding solution for muPVC and PVCu pipework shall be of low odour type, as Terrain Pevicol or equal.

Transitions from muPVC or PVCu to other materials or systems shall be made using only proprietary transitional fittings made by the manufacturers of one of the pipe systems involved for the specific purpose. Such junctions with metallic pipework shall be above ground.

**Plastics Below-Ground Water Pipework:**

Below ground water service pipes and fittings to be made of blue PE80 SDR 17 polypropylene to BS6572:1985 or ISO 4427:2007, BS EN 12201:2003 with electrofusion joints. Radius of curvature to be not less than the minimum specified by the manufacturer. PEX barrier pipe to be used wherever there is any possibility of ground contamination.

**Plastics Below-Ground Gas Pipework:**

Below ground gas service pipes to be made of yellow PE80 SDR 17 polypropylene to BS EN 1555:2010 / ISO 4437:2007 with electrofusion joints. Fittings to BS EN ISO 8085. Radius of curvature to be not less than the minimum specified by the manufacturer.

## **6. LIQUEFIED PETROLEUM GAS SYSTEM**

The whole installation shall fully comply with the requirements of BCGA Code of Practice Nr.4, Rev.3, 2005, BS1306, BS 6891, and the Gas Safety (Installation and Use) Regulations 1998.

Gas to be stored and distributed from an external secure bottle store with 100mm high concrete plinth constructed to falls below a monopitch roof and surrounded by a wire cage with outward opening lockable doors. Size of cage to allow 300mm minimum gap between it and any manifold, fittings or bottles within.

Store to be provided with wall mounted manifold with ports for 6 bottles each with flexible hose, isolation and non-return valves. Manifold to have master isolation valve, in-line filter, purge valve, emergency shut-off valve, high pressure gauge, pressure reducer, low pressure gauge, pressure relief valve on low pressure main.

The external and internal main distribution shall be in heavyweight MI pipe with screwed fittings as described above, and local distribution to points of use shall be in capillary jointed copper. End feed capillary or crimp-fit fittings will not be accepted.

LPG pipes shall be fixed not less than 25mm from any other service and not less than 50mm from electrical services.

Each zone shall be protected by a Firewatch Mk2 unit linked to a motorised shut-off valve at the entry point to that zone.

## **7. PLASTICS PIPES AND FITTINGS FOR CONDENSATE APPLICATIONS:**

- Condensate from air conditioning cassettes and ventilation heat recovery units

Pipework to convey condensate from air conditioning cassettes shall be of 19mm solvent welded muPVC as Terrain 500 system or 25 and 32mm OD fusion welded HDPE PE80 as by Messrs Durapipe or equal approved.

Falls on condensate pipes shall be not less than 1 : 100 and they shall be installed and supported in such a manner as to not create a trap caused by local sagging.

Where new air conditioning cassettes are installed or existing units relocated the condensate connections from them shall be routed to join the existing main condensate collection runs.

Discharge of condensate collection drains shall be through an external wall via a suitable terminal fitting or into an internal SVP via a Hepworth HepVO waterless trap.

## **8. PIPE SLEEVES AND FLOOR PLATES**

All pipes passing through walls, floors, ceilings, beams, into and out of ducts, valve chambers, etc shall be provided with sleeves of the same material as the pipe. Sleeves shall be cut to size so as to project 6 mm. above normal finished floor levels, 25 mm. above floor level in toilets and 150 mm. either side in ducts, valve chambers and expansion pits, etc. Sleeves through walls shall finish flush with the finished wall surface. See also paragraph on fire precautions for plastics pipes.

All pipes passing through walls or floors shall be provided with aluminium or plastic clip-on end or floor plates, except in cupboards, roof spaces, basements, where the pipes are not visible.

Where plastics pipes such as waste disposal pipework with a diameter greater than 40mm pass through fire compartment structures, intumescent pipe-wrap shall be used to manufacturer's recommendations. Where plastics pipes with a diameter greater than 75mm pass through fire compartment structures, proprietary metal cased intumescent fire sleeves, such as Terrain Firebrake, shall be used; horizontal penetrations shall have a sleeve both sides and vertical penetrations on the underside only. Where smaller plastics pipes pass through fire compartment structures, intumescent sealant shall be used.

## 9. PIPE SUPPORTS AND BRACKETS

Surface mounted pipework and horizontal pipework in voids, and partitions shall be supported using pipe manufacturer's all metal pipe clips.

In hollow stud partitions the clips shall be fixed to purpose made noggins spanning between studs: to the correct falls in the case of waste and drainage pipework.

Lateral pipework of all materials suspended from structural soffits or steelwork/framework shall be suspended on sherardised steel threaded rod to pipe manufacturer's threaded metal pipe clips. Fixing drop rods to structural concrete soffits shall employ all metal female threaded expanding anchors, and steel cleats shall be used where rods are suspended from steelwork/framework. Hanger rods shall be truly vertical at all times. Centres of support shall be at not more than the distances prescribed in BS EN 12056 part 2 for the relevant pipe material and diameter. Plastics components or metal straps will not be accepted.

Water and drainage pipework suspended below the demountable shall in addition to the above be thermally insulated with a vermin proof covering.

Where enlarged diameter steel heating pipe is used directly as an emitter at skirting level, it shall be supported with cast malleable iron pedestal floor brackets at regular 750mm centres, with secondary brackets from the pipe to the wall at 1500mm centres.

Where enlarged diameter steel heating pipe is used directly as a pipe-loop emitter at high level, eg "trombone", it shall be supported from wall with cast malleable iron brackets as Crane type 501, or suspended by stainless steel drop rods from screwed plates screwed to ceiling joists above to pipe clips eg Crane type 529 on lower, type 530 on upper at regular 750mm centres, with secondary brackets from the upper pipe to the wall at 1500mm centres.

Exposed copper pipes shall be supported by cast brass hospital type brackets; elsewhere cast brass pipe-ring and backplate brackets shall be employed. Pipe clips to be chromium plated where pipework is CP. The use of plastics or pressed brass clips will not be accepted.

Pipework shall be supported so as to allow free movement for expansion and contraction and shall be supported at intervals not exceeding the following:

### Copper Pipework

<u>Nominal Diameter</u>	<u>Uncovered</u>	<u>Insulated</u>
15 mm.	1.200 m.	1.200 m.
22 mm.	1.800 m.	1.500 m.
28 mm.	2.400 m.	1.800 m.
35 mm.	2.400 m.	1.800 m.
42 mm.	3.000 m.	2.400 m.
54 mm.	3.000 m.	3.000 m.
76 mm.	3.600 m.	3.600 m.

In addition to the above all vertical pipes shall be supported at not less than two points where pipes rise or fall from floor to ceiling, or vice versa.

Care shall be taken to ensure that the axis of the pipe is parallel with the axis of the bracket or clip.

All brackets and supports shall be in position and fixed before any test is carried out.

Supports in Horizontal Ducts - Where numbers of pipes are installed in internal ducts or trenches they shall be supported by hanging from angle brackets or tubes built into the sides of the duct, spanning the full width, and the pipes secured below by means of munzen rings and drop rods. The munzen rings to be malleable iron for mild steel pipes and brass for copper pipes; drop rods to be plain rod, screwed each end.

### **10. VALVES ON COLD AND HOT WATER SYSTEMS:**

Stopcocks, Ball Isolating Valves, Drain Cocks And Check Valves.

Servicing (isolating) valves shall be fitted to isolate each individual terminal fitting on any basin, sink, shower, bath, bidet, automatic flushing cistern and float valve serving a tank, and shall be adjacent to the fitting being supplied. Servicing valves shall be chromium plated, easy clean ball type isolating valves operated by Allen key, as Ballofix DZR manufactured by:-

Broen Valves Ltd  
Ballofix Division  
Unit 7 Cleton Street Business Park  
Tipton  
West Midlands DY4 7TR  
Tel. 0121 522 4515

Note that similar valves of alternative manufacture will not be acceptable.

Within kitchens, boiler houses, tank rooms and on incoming mains, stopcocks shall be Yorkshire Fig. No. YP514DZR up to 28 mm, and Fig. no. YP514GM above 28 mm.

Stopcocks shall be fitted on outflow pipes from tanks immediately adjacent to the tank.

Where two or more stopcocks are installed on vertical pipes adjacent to each other they shall each be fixed at the same centres to the floor.

Draw-off cocks shall be fitted at all low points of the installation and shall be of Ballofix type 5095 on Hot and Cold water service.

Where single or double check valves are required to avoid back siphonage, they shall comply with current water regulations and B.S. and shall be as manufactured by :

Danfoss Socla UK,

Capswood,  
Oxford Road,  
Denham,  
Buckinghamshire UB9 4LM.  
Tel: 0870 241 7060,  
Reference: SOCLA 2231, or

Yorkshire Fittings Ltd,  
PO Box 166,  
Leeds,  
West Yorkshire,  
LS10 1NA Tel: 0113 270 7104,  
Reference Yorkshire 4421, 4423.

Isolating valves up to 50 mm. Hattersley Fig. 30C.  
DHWS returns regulation, as Hattersley 1432  
DHWS returns regulation from groups of <5 appliances, to be as Ballofix IV 15mm with Robert Pearson 0.04 l/sec flow restrictor insert.

Where lockshield valves are fitted they shall be provided with dust caps. All gunmetal bodied valves shall be with a polished finish, unless otherwise specified.

Draw-off cocks shall be lockshield pattern with hose tail and union complete with cap, chain and operating key. Drain taps shall be fitted at all low points on systems; these are generally not shown on the drawing, but must be fitted.

#### **11. VALVES ON WET HEATING SYSTEMS:**

Control and isolating valves shall be fitted on the system where indicated on the drawings. On the heating system isolating and control valves shall be fullway pattern, of Crane / Hattersley manufacture:

Hattersley Ltd  
Delta Road, St.Helen's, Lancashire WA9-2ED Tel. 01744 458670

Unless otherwise indicated in a particular specification or on drawings, fan convectors, radiators, pipe coils and towel rails shall be fitted each with two valves, lockshield and either a hand-wheel which shall be Hattersley 'Delflo' with polished finish, to current B.S. or a TRV as scheduled.

Where lockshield valves are fitted they shall be provided with dust caps. All gunmetal bodied valves shall be with a polished finish, unless otherwise specified.

Draw-off cocks shall be lockshield pattern with hose tail and union complete with cap, chain and operating key. Drain taps shall be fitted at all low points on systems; these are generally not shown on the drawing, but must be fitted.

Isolating valves up to 50 mm. Hattersley Fig. 33X, 33XLS.

Wheel valves on all circuit flows, LSV's on all circuit returns for regulation.

Non return valves up to 50 mm. Hattersley Fig 47.

Regulating valves Hattersley Fig. 1432, or as stated in Particular Specification or drawings.

Drain cocks 15 mm, Hattersley Fig. 371. Where exposed in rooms, other than stores, drain cocks may be Broen Ballofix, type 5095.

Drain cocks 20 mm. and above, Hattersley Fig. 81 HU.



Draw-off cocks shall be fitted in such positions as are necessary to drain the whole of the installations.

Where necessary, bends shall be provided to fix the draw-off cock in line with the pipework, on the installation side of each main circulation valve, which may be used as a section isolating valve.

## **12. TEMPERATURE REGULATING VALVES (TRVs) ON RADIATORS**

Unless otherwise stated on drawings TRVs mounted directly onto radiators shall be of the same nominal manufacture as the radiator, eg Myson valves on Myson radiators. TRVs on low surface temperature radiators shall be accessible for user adjustment without dismantling. Where remote-sensor TRVs are called-for they shall be capillary types, as by Messrs Danfoss Randall and the capillary tube shall be concealed wherever possible, for example in voids behind plasterboard or in a boxing already provided for another purpose. Exceptionally, and only with the agreement of the architect it may be concealed in a surface mounted plastics mini-cable-trunking.

## **13. TEMPERATURE REGULATING VALVES ON HEATED CEILING PANELS**

Unless otherwise stated on drawings TRVs shall be capillary types located above the ceiling in the room controlled, as by Messrs Danfoss Randall and the capillary tube shall be concealed wherever possible, for example in voids behind plasterboard or in a boxing already provided for another purpose. The contractor shall take care to order valves with the appropriate length of pre-fitted capillary tube, ie short (2 metres) or long (6 metres) allowing for controls at 1500mm AFFL unless otherwise noted. Exceptionally, and only with the agreement of the architect it may be concealed in a surface mounted plastics mini-cable-trunking.

All panels in any one habitable space shall be controlled by a single valve sized accordingly.

## **14. AUTO AIR VENTS**

Air cocks shall be fitted to all coils and where indicated on the drawings, and automatic air eliminators shall be provided as instructed on the site for venting parts of the system otherwise without means of clearance. Each air eliminator shall incorporate or be fitted with an isolating valve and a 12 mm. discharge pipe shall be taken to discharge externally or in the boiler house clear of lagging and shall be Winns type C complete with integral isolating and non-return valves.

Where indicated on drawings, however, air bottles may be used, comprising equal square tee with 200 mm min. of straight pipe either capped, with fitted air tap (where easily accessible), or 8 mm copper pipe taken to a suitable position, flush with ceiling and air tap fitted.

## **15. SPACE HEATING CIRCULATION PUMPS**

These shall be single or double headed (as described on drawings) self sensing, self controlling glandless types with inverter drive manufactured by:-

Armstrong Integrated Ltd  
Wenlock Way,  
Manchester M12 5JL

Telephone: 08444 145145

Model references: Single headed: AGEplus, double headed AGETplus.

Or as scheduled or shown on drawings.

Sizes and duties as specified on drawings.

Double headed types shall have automatic alternate start, and all types shall be set for 20 minutes run-on after boiler shut down or flame-out.

## **16. DOMESTIC HOT WATER CIRCULATION PUMPS**

Manufacturer and reference:

Grundfos Pumps Ltd  
Grovebury Road,  
Leighton Buzzard LU7-4TL Telephone: 01525 850000

Model reference: Comfort Autoadapt; size to suit diameter of DHWS return pipework.

## **17. DUCTWORK**

All rigid ventilation ductwork used on Shropshire Council projects, unless specifically stated otherwise on the drawings, shall be of steel.

All ductwork shall be manufactured from strip mill cold reduced steel continuously hot dipped galvanised to current B.S. Construction for ductwork shall be to the H.V.C.A. specification DW 144 for low pressure low velocity systems which covers cross joints, stiffening, hangers and supports, dampers, fire dampers, access openings, flexible ducts, joints, sealants, gaskets and connection to builders work.

Flat (low profile) ductwork where specified shall be 76mm deep steel in widths as specified on drawings with all necessary accessories, transformation pieces, branches, support cradles, etc as manufactured by:

Wells Spiral Tubes Ltd, Airedale Road, Keighley,  
West Yorkshire.  
BD21-4LW Tel. 01535 644231

All raw edges of ductwork shall be treated with 'Galvanite' paint. M.S. stiffeners, hangers and supports shall be painted two coats of red oxide or zinc chromate primer.

Galvanised steel shall be used for flange joints with sheradised nuts, bolts, washers and screws between all major items of plant. Elsewhere ductwork lengths shall be joined by riveted spigot and socket joints properly waged to give a smooth external surface and lapped in the direction of airflow.

All joints shall be rendered airtight by application of mastic compounds, P.V.C. duct-tape or gasket materials.

Access doors shall be provided where shown being completely removable. Doors shall be secured by wedge type fasteners on durable airtight seals.

Where thermostats, airflow switches, etc, are fitted in ductwork they shall be mounted on a stiffening plate with an adjacent hand-hole access cover secured by self tapping screws.

Sufficient test holes shall be provided with detachable covers with at least one point between each major item of plant and where control dampers are located.

Insulated foil-faced flexible duct for final connections to grilles and diffusers as Aluflex, manufactured by:

Manufacturer as Wells Spiral Tubes Ltd, Airedale Road,  
Keighley, West Yorkshire.  
BD21-4LW Tel. 01535 644231.

Flexible connections between fan assemblies, etc, shall be secured by 'Zest Coronation Clips'. Where flexible ductwork is specified it shall comply with current B.S. and HVCA Specification DW154 and all the necessary universal fixing clips and jointing connectors shall be included, the whole assembled in accordance with the manufacturer's recommendations.

Where flexible circular ductwork is adapted to rectangular grilles suitable size back-boxes with rear or side entry spigots shall be fabricated in galvanised sheet steel.

Where circular ductwork is adapted to rectangular flat duct suitable transformation pieces shall be fabricated in galvanised sheet steel. Where circular ductwork branches off or into flat duct, suitable branch fittings shall be fabricated in galvanised sheet steel.

All dimensions and positions of plant shall be checked on site and the Mechanical Contractor shall be responsible for ensuring that ductwork conforms with the equipment installed, and also with the building details and structure.

Penetrations of ductwork through fire compartment walls shall be protected so as to comply with Building Regulations Approved Document B, Fire Safety and BS5588, 2004, as, for example by fusible link fire dampers. Note that because the fire strategy may develop after the ductwork has been designed, the drawing may not show all fire dampers finally required and the contractor shall be deemed to have made reasonable allowance for additional fusible link dampers that may ultimately be required.

During erection all open ends of ducting shall have a suitable covering tied in position to prevent entry of dust, dirt and other debris present during building operations.

Before final fixing of grilles the ducting shall be blown through by running the fans for a period of at least one hour and the interior of all ducts, as far as accessible, thoroughly cleaned by means of an industrial type vacuum cleaner.

Other grades of specialist ductwork will be referred to separately.

Air leakage testing, as HVCA Specification DW143, and commissioning as CIBSE Commissioning Code A, shall be undertaken by the Mechanical Contractor on completion of the ductwork installation.

## **18. GRILLES and DIFFUSERS**

Extract grilles, ceiling mounted, for use with ducted ventilation, heating and cooling systems shall be 300 x 300mm effective (core area), or other size specified for the project, egg-crate pattern Type EC in white (RAL 9010) with opposed blade adjustable dampers, and plenum boxes to suit grille and duct size.

All as manufactured by:

Ruskin Air Diffusion  
Stourbridge Road,  
Bridgnorth, Shropshire  
WV15-5BB Tel. 01746 761921

Air supply diffusers, ceiling mounted, for use with ducted ventilation, heating and cooling systems shall be 300 x 300mm effective (core area) or other size specified for the project, 4-way louvre pattern Type SA-4G with standard 32mm flange in white (RAL 9010), with opposed blade adjustable dampers, and plenum boxes to suit grille and duct size.

Extract grilles, ceiling mounted, shall be egg-crate pattern in white (RAL 9010) with opposed blade adjustable dampers, as Air Diffusion Type ECR in sizes as scheduled.

100mm nom. size air supply valves shall be type SPV-2 in white (RAL 9010)

100mm nom. size air extract valves shall be type EPV-1 in white (RAL 9010)

Transfer grilles, in non-sensitive areas mounted centrally above doorways shall be non-vision 300 x 150mm nominal core size in white (RAL 9010), type NVG as manufactured by: Messrs Ruskin Air Diffusion, with matching trim for other side.

Transfer grilles, in non-sensitive areas mounted above false ceiling height shall be 200 x 200mm effective pattern in white (RAL 9010), as Air Diffusion Type NVG-MF manufactured

by: Air Diffusion Ltd

Transfer grilles, mounted at low level in kitchenette doors shall be 300 x 300mm double flanged pattern for through door mounting in self-colour anodised aluminium with horizontal bars at 15mm centres and intumescent core.

High performance acoustic transfer grilles shall be as "Quiet Vent", manufactured by Messrs IAC,  
IAC House,  
Moorside Road,  
Winchester.  
SO23-7US Tel. 01962 873111  
The precise pattern being as specified on the drawings.

Fire rated transfer grilles shall comprise a one hour rated intumescent core, as Ruskin Air Diffusion type FB60, in size as specified on drawing, typically 300mm wide x 150mm high for over-door units, with a pair of steel cover grilles type PS2 in RAL9010 white.

## **19. FANS FOR DUCTWORK**

In-line air extract fans shall be as manufactured by:  
Systemair Ltd.  
72 Cheston Road,  
Aston, Birmingham  
B7-5EJ Tel. 0121 322 0850

Each complete with speed controller and timeswitch, plus PIR control for 100mm toilet extract applications or other control as specified on drawings, and switched fused spur unit supplied by mechanical installer for installation by electrical installer.

Model references: K100S for 100mm dia ductwork, K125M for 125mm dia ductwork, K160M for 160mm dia ductwork, K200M for 178mm dia ductwork.

## **20. EXTRACT FANS**

Window mounted extract fans to be as Xpelair GX pattern complete with controller, including humidistat control with manual override for kitchenette extract applications and PIR/timer control for 100mm toilet extract applications, and switched fused spur unit supplied by mechanical installer for installation by electrical installer.

Toilet and WC extract fans: 100mm nom.dia axial pattern in white for connection to 100mm ducting shall be as Xpelair model xx100 with activation by room lighting circuit and built-in adjustable overrun timer preset on installation to 6 minutes. In suspended ceilings they shall be centred on tiles above the WC.

Discharge shall be by 100mm dia flexible duct to common metal extract duct or through roof via weathering slate with 150mm high dressed upstand to mushroom roof terminal as scheduled.

Manufacturer and reference:  
Xpelair Ltd  
Morley Way,  
Peterborough PE2-9JJ Telephone: 0844 372 7761  
Model DX100T

## **21. THROUGH-WALL VENTILATION HEAT RECOVERY UNITS**

Through-wall unitary heat recovery units shall be as supplied by Messrs Ventaxia.  
For single WCs and small offices in demountables with thin wall construction type HR100S is appropriate, or type HR25 Lo-carbon where greater wall thickness permits. For classrooms the HR200WK should be used together with an external weatherproof boxing on demountables with thin walls.

## **22. DUCTED VENTILATION HEAT EXCHANGERS**

Heat exchangers for ducted ventilation systems shall be as manufactured by:

Xpelair Ltd

Morley Way,

Peterborough PE2-9JJ

Telephone: 0844 372 7761

For smaller systems the Xpelair Xcell 600BP with summer bypass shall be fitted and for larger systems the Xcell 1200BP. The size shall be chosen such that correct levels of fresh air ventilation appropriate to the occupancy shall be achieved at 40-50% speed. A manufacturer's user control shall be provided offering normal speed, ie 40-50% speed and full speed, to be used for purge ventilation, and summer bypass. An occupancy sensor shall be provided with this system.

## **23. HEATING AND COOLING CASSETTES**

Where an existing system of discrete heating and cooling cassette units is to be modified or extended, all new components shall be of the same manufacture as the originals so as to be wholly compatible with the original system, and using the same refrigerant as the original system.

Where new heating-cooling cassette systems are installed they shall be of multi-split pattern and provided with infra-red remote control handsets, as detailed on the drawings and manufactured by:

Toshiba Air Conditioning UK,

Cannock

Tel: 01543 478 770

Mob: 07506 738 712

Where more than one cassette is installed in the same room or activity space they shall all be controllable by the same handset.

Outdoor units shall be located as shown on drawings, viz ground mounted on an in-situ cast concrete base. A purpose made 4-sided galvanised wire cage with lockable access door shall be provided as described on the drawings.

Procedures for handling refrigerants during system draining, filling and commissioning shall be carried out in a responsible way in accordance with BS EN 378-4: 2008 Refrigeration and Heat Pumps: Safety and Environmental Requirements.

## **24. AIR TO WATER HEAT PUMP INTEGRATED SPACE HEATING AND DOMESTIC HOT WATER INSTALLATIONS**

Where integrated LTHW and central domestic hot water generation is selected in small units and demountables the "Estia" system has been adopted with a view to standardisation of maintenance and spares holding.

The central units shall be an Estia Hydro unit and hot water cylinder, sized to suit the project heat requirements together with an external air source heat pump, all as manufactured by Toshiba Carrier, Cannock.

Outdoor units shall be located as shown on drawings, viz ground mounted on an in-situ cast concrete base for demountables. A purpose made 4-sided galvanised wire cage with lockable access door shall be provided as described on the drawings.

A flow test point shall be installed in the common LTHW return to the Hydro unit to allow commissioning and demonstrate the required minimum flow rate.

For details of the Estia system contact:  
Toshiba Carrier CDL Air Conditioning,

Cannock, Staffs.  
Tel: 01543 478 770  
Mob: 07506 738 712

Heat emitters are radiant ceiling panels, either laid into a ceiling grid or planted on to a solid ceiling, sized and laid out to suit the room-specific heat requirements and 50°C flow and 40°C return, and shall be manufactured by:

Messrs Comyn Ching "Solray",  
Phoenix Way,  
Garngoch Ind. Estate,  
Gorseinon,  
Swansea SA4-9WF. Tel. 01792 892211.

Thermostatic control shall be by capillary operated 2-port valves above ceilings, as Danfoss Randall 2000, with remote capillary operated sensor/user-controls controlling each individual space.

LTHW distribution pipework shall be capillary jointed copper above the panels with foil faced pre-shaped closed cell insulation as specified elsewhere in this document.

The domestic hot water system shall be provided with a return system utilising a Grundfos Comfort PM self-regulating pump. All other features shall be the same as described for water systems described in paragraph 2, 4, 9, 10, 12 etc above.

## **25. SUPPORT OF DUCTWORK AND DUCTED HEAT-EXCHANGER CASSETTES**

The ductwork shall be supported in such a manner to avoid distortion, sagging or twisting, and in compliance with BS EN 12236-2002, HVCA Document DW144 for metal duct and DW154 for plastics ductwork.

Ductwork support shall be similar to the method adopted for the mechanical services pipework, ie. suspended from structural soffits or steelwork/framework on sheradised steel threaded rod to cradles. Hanger rods may be suspended from Unistrut lengths attached to structural soffits by all metal expanding anchors, and steel cleats attached to steelwork shall be used where rods are suspended from structural steelwork/framework. Hanger rods shall be truly vertical at all times and wire will not be accepted as a means of support or bracing. Centres of support shall be at not more than the distances prescribed in DW 144 / 154.

Diffusers and grilles set in suspended ceilings shall be independently supported from the structural soffit or other structural members above in the manner described in the preceding clause, and no load shall be transmitted to the ceiling grid. Significant lengths of flexible duct too long to be self-supporting from their ends shall be provided with support from hangers or trays to ensure no load is applied from them to the ceiling structure.

The Mechanical Contractor shall submit details of brackets to the Engineer for approval. Anti-vibration pads shall be installed between the ductwork and brackets throughout the system. TEST POINTS Air flow test points shall be provided in the air ducting at all branches and regulating dampers, adjacent to each plant item and control item, in all fan inlet and discharge ductwork connections, and elsewhere as indicated on the design drawing(s).

## **26. INSULATION OF MECHANICAL SERVICES**

This section shall be read in conjunction with the Specification and drawings prepared for the Contract. The following clauses may not apply to all the services of the Contract, therefore only relevant parts should be considered where applicable. The supply, delivery and installation of thermal insulation work shall be to the requirements of the Contract documents and to the satisfaction of the Engineer or his representative.

The relevant requirements contained within the Health and Safety at Work Act, Building

Regulations, Asbestos Regulations and Fire Precautions Act and current IEE Regulations shall be complied with by the Mechanical Contractor and Insulation Sub-Contractor.

This specification covers the thermal insulation of pipes, ductwork and equipment generally in the temperature range 2°C to 250°C. The insulation shall be of a non-combustible nature and shall comply with all relevant current British Standards including BS5422 and BS3958-5.

Insulation shall be continuous through the bracket, where this is possible.

Note that extract ductwork shall be uninsulated.

On completion of the hydraulic tests, to the satisfaction of the Engineer, all pipework in ducts, trenches, roof spaces, false ceilings, wall chases, etc, including the cold water services, and all pipework not required as heating surfaces shall be thermally insulated in accordance with the following specification.

All pipework and ductwork insulation shall have a thermal conductivity of 0.045 W/mK (or lower) at a mean temperature of 20 deg. centigrade.

Unless otherwise specified, all insulation in tube form shall be 'ROCKLAP' 800 H & V pipe sections, with factory applied foil, as manufactured by:--

Rockwool Ltd  
Pencoed  
Bridgend  
Mid Glamorgan  
CF35 6NY  
Tel. 01656 862621

An alternative manufacturer, supplying insulation to the required standards, may be considered for approval, prior to ordering materials.

Insulation thicknesses shall be:-

Heating and hot water services up to 20 mm/22 mm- 30 mm thick.  
Heating and hot water services 25 mm/28 mm upwards - 40 mm thick.  
Cold water services, all sizes - 40 mm thick.

Where two or more pipes run horizontally or vertically in close proximity the covering shall not be bonded, but there shall be a clear space between the pipes.

All pipework within false ceilings, voids, chases, roof spaces and floor ducts, including heating, hot water services, cold water services, feed and vent shall be insulated with 'Rocklap' as above. Seams shall be lapped with integral self adhesive foil lap.

Care should be taken that insulation does not foul or impede access to any drain, control valve, float switch gear or thermostats, pressure switches etc, fitted to tank or adjacent pipework.

All terminations of insulation to be fitted with aluminium cap ending.

Unless an alternative is specified all insulated pipework in positions exposed to the weather shall be covered with 2 no. layers of roofing felt, secured by galvanised wire ties, sealed with hot bitumastic, bonded with 25 mm. galvanised wire mesh and painted overall with one coat of bitumastic paint. Similar weatherproofing shall be applied in expansion loop chambers and to external underground pipework.

For chilled and cold water services attention to be paid to taping to maintain the vapour barrier, particularly at termination points where exposed insulation membrane to be over taped and returned to piping surface. Furthermore, where insulation on cold and chilled

water services abuts pipe support inserts the insulation should be taped to all inserts to continue the vapour barrier.

Where specified, ductwork within false ceilings, voids, chases and roof spaces shall be insulated with Rockwool 'Ductwrap', 40 mm thick. All seams and joints to be close butted and lapped.

All services within plant rooms, inclusive of feed and vent pipes, shall be insulated with 'Rocklap' covering as previously described and further covered with Isogenopak sheeting, 350 microns thick.

The Isogenopak shall be complete with pre-made bends, tees, and caps, rivets, etc, and shall be installed strictly in accordance with the manufacturer's specification, with all seams taped, all as available from:-

Sheffield Insulations  
Apollo Park Rounds Green  
Road Oldbury  
West Midlands B69  
2DF  
Tel. 0121 665 3050

## **27. PAINTING**

Cast iron valves, exposed flanges, unions, pipework and support systems shall be painted two coats of heat resistant black paint.

## **28. PIPEWORK IDENTIFICATION BANDS**

Where insulation is enclosed in cladding, it is to be left thoroughly clean and in natural finish; under no circumstances should the cladding be painted; PVC identification colour bands only to be provided at 2 m. intervals and applicable to colour chart code. PVC flow direction arrows at 3 m. intervals to be fitted

All pipework, whatever the finish, which is not immediately identifiable, must have identity colour bands fitted in accordance with colour code indicated on chart.

The Isogenopak cladding must be securely fixed in a neat and approved manner so that bolts may be easily withdrawn from flanged joints. Care must be taken that all glands, valves, unions, flange joints, thermostats and other pipe immersion accessories, etc, are not fouled in any way and that easy access is maintained at all times to facilitate maintenance or repairs without recourse to dismantling or disturbing in any way the finished insulation.

### PIPEWORK IDENTIFICATION CHART

#### FOR ENGINEERING SERVICES

<u>Pipe Contents</u>	<u>Base Colour</u>	<u>Colour Code Indication</u>
Drinking Water	Green	Blue
Domestic cold water service	Green	White/Blue/White
Domestic hot water service	Green	White/Crimson/White
LTHW Heating	Green	Blue/Crimson/Blue
Chilled Water	Green	White/Green/White
Condensate	Green	Crimson/Green/Crimson



Boiler Feed	Green	Crimson/White/Crimson
Natural Fuel Gas	Ochre	Yellow
Liquefied Petroleum Gas	Ochre	Ochre

All pipework above duct level, and within the building, which is not insulated, will be finished by the General Contractor to match decorations.

## **29. VALVE LABELS & CHART**

The Mechanical Contractor shall, on completion of the works, provide and attach to each main control and regulating valve cock or plug cock throughout each service system, a traffolyte disc 40 mm. diameter clearly engraved with an identifying valve number.

The Mechanical Contractor shall prepare and install a "Valve Schedule" of all the above numbered valves indicating the location, service and duty of each valve. The schedule shall be mounted and fitted in a suitable glazed frame, to be hung in a prominent position in the plantroom / boiler house.

## **30. CHLORINATION OF THE HOT & COLD WATER SERVICES**

After completion of the water services installation the system shall be thoroughly flushed out, and the storage tanks inspected for cleanliness. Chlorination in accordance with BS6700 shall then commence.

The time of re-sampling each outlet and the free chlorine level shall be noted on the test results sheet.

Having tested an outlet, the tap shall be left running to purge the system prior to re-filling and flushing to remove the excess chlorine.

On successful completion of tests, the mains shall be well flushed with clean water and left filled.

See particular specification and drawings for details of tanks and numbers of hot, mains and tank cold water draw-off points.

### 31. COMMISSIONING & TESTING

The mechanical engineering services shall be commissioned and tested to provide the environmental standards as set out in the Commissioning Code Series A, B, C, M, R and W as published by the Chartered Institute of Building Services Engineers, (CIBSE).

Commissioning shall include:

The final checking of the installation for errors or deficiencies and their subsequent correction.

Setting to work - the process of setting a static system into operation.

Regulation - adjusting the flow rates/system to within specified tolerances. Before regulation of an air distribution system can commence the building shall be complete of all finishing trades and that windows and doors are open or shut consistent with their normal state.

Calibration - the adjustment of the various elements of a system to ensure that the installation as a whole is regulated, balanced and controlled within specified tolerances.

Safety Functions Testing:

- All 'fail safe' operating functions shall be demonstrated during the commissioning phase. The settings and operation of all normal control devices shall be checked individually in relation to their respective safety devices. The operation of all limit/safety devices shall be proved, by temporarily overriding the operating of the normal control, so that the critical condition is reached. All malfunctions should be thoroughly investigated and reported. The functioning of all fail safe and automatic change-over systems should be proved.
- It is necessary to check that control wiring does not remain live when apparently isolated and that dangerous back-feeds do not occur. When it is impossible to prevent back-feeds, suitable warning labels must be fitted in a permanent position.

For the purpose of commissioning and in order that all adjustments and calibration is properly carried out the Authority shall allow the Mechanical Contractor the reasonable use of the installation or parts thereof. After commissioning of the installation (or parts thereof) has been carried out, the Mechanical Contractor shall submit a report for checking and approval, including copies or results of tests and/or installation trials on each component plant or equipment item. Arrangements will then be made for the Engineer to visit the site together with representatives of the Authority in order that the Mechanical Contractor may demonstrate satisfactory operation of the installations.

Where portions of the work are commissioned and tested separately, the Mechanical Contractor shall, upon final completion, demonstrate that all the several portions are capable of proper simultaneous operation in accordance with the requirements of the Contract. In cases where the overall construction programme is such that the Mechanical Contractor will need to return to the portions of the building taken over and occupied by the Authority, for the purposes of later testings, balancings, adjustment, etc, the Mechanical Contractor shall take all necessary precautions against causing damage when working in such areas.

Fuel, electricity and water reasonably required by the Mechanical Contractor in connection with the commissioning, adjusting and testing, will be provided by the General Contractor, unless stipulated otherwise in Particular Specification.

Should the tests fail to demonstrate that the plant and equipment is properly installed and/or functioning, the Mechanical Contractor shall forthwith carry out, at his own expense, such remedial measures and/or re-commissioning and adjustments as may be required.

The Mechanical Contractor shall then again report to the Engineer, for further demonstrations to be witnessed. The Engineer's decision as to what constitutes a

satisfactory performance demonstration shall be final.

All installations, plants and equipment shall be tested to satisfy the requirements of the current Factories and Gas Acts, the Health and Safety at Work Act and the requirements of all other interested authorities, and all safety devices as required by such Acts or Authorities shall be provided by the Mechanical Contractor.

## **32. TESTS ON SITE**

Site testing of all systems and components shall be carried out, witnessed and approved after installation by the Engineer.

All hydraulic tests on the pipework installations shall be carried out by the Mechanical Contractor in sections as the work proceeds to suit the general construction programme. All mains isolation and other temporary works that may be necessary to facilitate such tests shall be carried out by the Mechanical Contractor at no extra cost.

Notice shall be given to the Engineer 48 hours prior to any portion of the installation being tested. Duplicate certified copies of the results obtained shall then be submitted to the Engineer.

Certificates of all tests made on site shall be forwarded to the Engineer for his approval, and such approval must be obtained before any paint or non-conducting composition is applied to the tested work.

All test certificates shall be signed by the Mechanical Contractor and by the Engineer or his representative who witnesses the test. All test certificates shall have the following particulars thereon:-

Apparatus or section under test.  
Maker's number if any.  
Nature, duration and conditions of tests.  
Result of test.

All test certificates are to be included in the project maintenance manuals as detailed in Clause 26.

## **33. TESTING PIPED SERVICES**

Upon completion of each section of the work and by arrangement with the Engineer and/or Engineering Clerk of Works, the Mechanical Contractor shall subject the section to a water pressure test and demonstrate to the satisfaction of the Engineer and/or Engineering Clerk of Works that the section is sound and watertight.

The tests shall be applied by filling the section to be tested with water and raising its pressure to the figure specified below, the whole of the testing gear required including all plugs, caps, tees and drain fittings, shall be supplied by the Mechanical Contractor.

The section shall then be left and all joints must remain tight for a period of at least two hours.

Care should be taken to isolate, prior to tests, these items of equipment requiring lower test pressure.

The Mechanical Contractor shall be held responsible for any damage by frost prior to the issue of a Certificate of Acceptance for any relevant section.

All L.P.H.W., H.W.S. and cold water services shall be tested hydraulically to a pressure equal to twice the working pressure maintained for a period of at least two hours.

All cold water direct mains shall be tested hydraulically to a pressure of 6.9 Bar or such as shall be required by the local water authority, maintained for a period of at least two hours.

### **34. TESTING VESSELS**

All pressure vessels shall be tested to the requirements of the relevant insuring bodies and certificates of compliance furnished to the Architect. All calorifiers, closed vessels, heat exchangers, heating and cooling coils shall be tested to a pressure equal to not less than twice the maximum working pressure. Calorifiers are to be tested to current B.S.

### **35. HOT WATER TESTS**

The heating and hot water services shall, after hydraulic test and prior to insulation, be subjected to a heat test under operating conditions in the presence of the Engineer or Engineering Clerk of Works.

The period of these tests shall be two hours, during which time all cylinders, pipework, plant and pumps shall be subjected to test under actual operating conditions.

After the initial heat test, the systems shall be allowed to cool and the heat test repeated a second time.

No leaks should appear and the service shall be examined to ensure that correct expansion and contraction takes place.

Domestic hot water temperature with hot water cylinder fully heated shall be verified as achieving 50°C minimum at every unblended terminal fitting, or blending valve inlet, within 60 seconds from cold.

### **36. TESTING VENTILATION & AIR CONDITIONING**

Tests on the ventilation and air conditioning systems shall be carried out to design requirements. Ductwork shall be thoroughly tested for air tightness as laid down in HVCA Specification DW143.

Upon completion, ventilation systems shall be tested and balanced and the correct air volumes and temperatures obtained. Tests shall be carried out for ascertaining air velocity and distribution by means of pilot tubes at Test Points and at grilles by means of anemometers or velometers. Full records of such tests shall be recorded on approved forms.

Commissioning shall be in accordance with CIBSE commissioning Code 'A'.

### **37. TESTING AUTOMATIC CONTROLS AND INSTRUMENTS**

All automatic control apparatus and systems shall be tested to demonstrate that they are capable of meeting the demands specified and shall be adjusted to suit the characteristics of the building and their particular system.

All valves, switches, controls and the like shall be regulated and capable of proper adjustments to conform with the design conditions.

All instruments shall be correctly calibrated and read accurately. Where an instrument remains connected to the system, the normal operating position of the needle or indicator shall be clearly marked.

In addition, the Mechanical Contractor shall allow for the thermostatic control manufacturers to make two further visits to the site, once two months after the installations have been working, and again just before expiration of the maintenance period, to inspect and make

any necessary adjustments to the controls.

### **38. OPERATING THE INSTALLATION**

During the Commissioning and Testing period the Mechanical Contractor shall be responsible for the proper lubrication and routine maintenance of all moving machinery.

The services of sufficient skilled mechanics shall be provided to stand by, operate and maintain the various installations for the entire period of instructing the Authority's staff, as required in the conditions of contract. This operating period shall follow the completion, commissioning approval and all essential rectifications on the installations.

During this period any final adjustments and other rectifications essential to the satisfactory operating of the system shall be completed.

### **39. TRAINING OF OPERATOR**

The Mechanical Contractor shall at a time to be agreed and prior to handover instruct the employer's staff in the use and correct operation of the installation and shall satisfy himself that such staff are competent to take over the installation on completion.

During such periods of instruction the Mechanical Contractor shall be responsible for the correct operation and maintenance of the installation.

### **40. OPERATING AND MAINTENANCE MANUALS AND RECORD DRAWINGS**

At the time of the handover of the installation, the Mechanical Contractor shall provide two sets of fully detailed 'as installed' record drawings of the whole of the works, together with full working, operating and maintenance manuals.

The drawings are to comprise:-

General Arrangement Drawings of all installations to an appropriate scale.

Detailed Drawings of Plant Rooms, Scale 1:20.

Line Diagrams of Control Systems (not to scale).

The record drawings are to be specially prepared and must not be modified working drawings. The preparation of the drawings is to proceed during the installation of the works as each section is completed.

The working, operating and maintenance manuals are to describe the layout and function of the systems, with schedules of components comprising each and every item of equipment, including manufacturer's name, reference and serial number and operating and maintenance instructions based on the manufacturer's standard instructions amplified where necessary. Also to be included are manufacturer's commissioning certificates for all items of plant, including controls systems

The above is to be encased in suitable A4 size loose-leaf multi-ring binders.

These instructions shall be recorded clearly on a suitable permanent notice in a visible position in the mezzanine plant area.

The Mechanical Contractor is to include for the preparation and supply of 2 (two) copies of the above manuals which will be subject to approval by the Supervising Engineer.

The manuals shall be provided by the Mechanical Contractor at, or before, the hand-over of the building. One copy of the manuals shall be supplied directly to the Supervising Engineer for his retention, and the other copy supplied directly to the Main Contractor for his inclusion in the official Health and Safety File for the project.

### **41. DEFECTS LIABILITY PERIOD**

The Mechanical Contractor shall be held responsible for and shall maintain and uphold in good and substantial condition, fair wear and tear excepted, all and every part of the works for a period of twelve months from the date of completion of the contract as certified by the Head of Property Services.

Note that, as stated in Clause 22, the Mechanical Contractor shall include in his costings, for an additional visit to site by the boiler/water heater manufacturer to service the plant.

#### **42. DRYING OUT OF BUILDINGS**

Any usage of the plant for drying out and protection of the building, prior to the completion of the contract, will only be at the discretion of the Engineer and will be a private agreement between the General Contractor and the Mechanical Contractor. The General Contractor will be fully responsible for provision of fuel and attendance upon the plant and will indemnify the Authority against any breakdowns during such usage.

Operation of the plant prior to completion of the contract will not affect the date of commencement of the Mechanical Contractor's maintenance period which is defined above.

#### **43. FILTERS.**

The Mechanical Contractor shall provide for any equipment or systems provided as part of this contract:-

# one complete set of spare filters for use as working spares.

#### **44. KEYS AND TOOLS**

The Mechanical Contractor shall provide two keys to fit every installed size of lockshield pattern valve, stopcock, tamper-proof sensor, thermostatic radiator valve, and key operated air cock installed as part of this contract.

Similarly he shall provide two appropriate Allen keys for any ball pattern isolating valves fitted.

FINIS



# Tender Response Document

## **RMCB 029 – Supply and Installation of Modular Buildings**

Name of TENDERING  
ORGANISATION  
(please insert)

Please also add your company name to the footer of each page of the returned document



## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

A framework arrangement for the provision of new bespoke demountable buildings with associated external works and the transfer of existing demountable buildings within the County of Shropshire

The framework arrangement will be for an initial period of 2 years commencing on 1<sup>st</sup> January 2018 with the option to extend for a further 2 year period.

### **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/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
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 (a). 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 electronic copy of your Tender Response Document.

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<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	20
Section C	Tender and Pricing Schedule	27

## **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, 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 Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

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.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability 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.

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Max Marks Available</b>
<b>Price 50% (500 marks)</b>		
Section C / Q 4.1	Price	500 max marks
<b>Total for price</b>		<b>500 max marks</b>
<b>Quality 50% (500 marks)</b>		
Section C / Q 1.1	Factory Production Time	50 max marks
Section C / Q 1.2	Installation Time	50 max marks
Section C / Q 1.3	Restricted sites and remote rural locations	25 max marks
Section C / Q 1.4	Occupied Sites	25 max marks
Section C / Q 1.5	Seasonal Peaks & Troughs	25 max marks
Section C / Q 1.6	Project / Site Management	25 max marks
Section C / Q 2.1	Examples of completed projects	60 max marks
Section C / Q 2.2	Timber framed demountable buildings	60 max marks
Section C / Q 2.3	External finishes available	40 max marks
Section C / Q 2.4	BIM	40 max marks
Section C / Q 3.1	Example of Isbern calculation	40 max marks
Section C / Q 3.2	Guarantee / Warranties	30 max marks
Section C / Q 3.3	Innovative design / sustainable technologies	30 max marks
<b>Total for quality</b>		<b>500 max marks</b>

### 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 initial mark for Quality Criteria overall will receive the full 500 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.**

## **Price Evaluation and scoring**

Price will be evaluated as follows:

### **Section C – question 4.1**

Price will be evaluated by adding together the 'total costs' tendered in the Framework Specification Schedule for each of the following areas to give an overall basket cost:

1. Building generally
2. Windows and External Doors
3. Internal Partitions
4. Internal Doors
5. Finishes
6. Furniture, fixtures and fittings
7. Sanitary Ware
8. Drainage above ground
9. Drainage below ground
10. External Works
11. Site Preparation
12. M&E
13. Preliminaries

### **Award onto Framework**

The top 6 scoring tenders (quality + price) will be invited onto the Framework. However, if less than 6 applicants apply or if there are less than 6 applicants considered to have reached an acceptable quality standard then the Contracting Authority will proceed with less than 6 Contractors and only with those meeting acceptable quality standards.

### **How awards will be made from Framework**

For each individual new demountable project the successful framework contractors will be invited to tender based on individual design information for that project (consistent with design information provided in the 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 **RMCB 029 – Supply and Installation of Modular 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 and installation of modular 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 .....)

**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**

### **Standard Selection Questionnaire**

#### **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

#### **Supplier Selection Questions: Part 3**

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

#### **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

<sup>1</sup> See PCR 2015 regulations 71 (8)-(9)

## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	

1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

<sup>2</sup> See EU definition of SME - [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																																
Question number	Question	Response																																																															
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																															
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																																
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																																															
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.																																																																
	<table border="1"> <tr> <td>Name</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Registered address</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Trading status</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Company registration number</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Head Office DUNS number (if applicable)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Registered VAT number</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Type of organisation</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>SME (Yes/No)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>The approximate % of contractual obligations assigned</td><td></td><td></td><td></td><td></td><td></td></tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned					
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	to each sub-contractor						
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### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	



## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>  The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the	Yes <input type="checkbox"/> No <input type="checkbox"/>

	organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p><b>Regulation 57 (8)</b>  The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

	termination of that prior contract, damages or other comparable sanctions?	
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3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
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## Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	<b>Technical and Professional Ability</b>
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	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

6.3	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.4	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>
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	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ...  No <input type="checkbox"/> Please provide an explanation

## 6. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
A.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>4</sup> Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/456805/27\\_08\\_15\\_Skills\\_Apprenticeships\\_PPN\\_vfinal.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf)

## 8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	In the last three years, has your organisation had a complaint upheld	<input type="checkbox"/> Yes



	<p>following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### 8.4 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### 8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.6 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below

☐

## SECTION C – TENDER SCHEDULE

1.	QUALITY	
1.1	<u>Resourcing</u>  Please state the factory production time for a standard building	50 max marks
1.2	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	50 max marks
1.3	Much of the requirement for demountable buildings within Shropshire is at remote rural locations and restricted sites. As evidence of how you will deal with this 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.	25 max marks
1.4	Much of the requirement for demountable buildings on occupied sites where a good working relationship with the building occupier is critical. As evidence of how you will deal with such situations 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.	25 max marks

1.5	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.	25 max marks
1.6	Please provide details of your arrangements for Project Management / Site Management.	25 max marks
<b>2.0</b>	<b><u>Design and Building Quality</u></b>	
2.1	Please submit examples of completed projects for us to assess quality of design, finishes and aesthetics of the building in situ including external works	60 max marks
2.2	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. Please provide examples to demonstrate your ability to carry out the aforementioned works.	60 max marks
2.3	Depending on planning requirements and specific building constraints Shropshire Council may wish to provide alternative building external finishes. Please demonstrate the range of finishes available with your buildings including roof and wall cladding.	40 max marks
2.4	Please confirm your current understanding of BIM and confirm what systems, procedures and processes you have in place in this regard.	40 max marks
<b>3.0</b>	<b><u>Sustainability and Building Life Costs</u></b>	
3.1	For each project submission tendering contractors will need to submit an iSBEM calculation for building regulations compliance. Please submit an example iSBEM calculation to demonstrate your buildings energy efficiency.	40 max marks
3.2	Please provide details of any guarantee / warrantee's provided with your building product.	30 max marks
3.3	Provide details of any innovative design or sustainable technologies used in your buildings	30 max marks

4.0	Price	
4.1	<p><u>Pricing Schedule</u></p> <p>You must submit the Priced Specification Schedule which will form the basis of a Schedule of rates for this framework.</p> <p>The process must include for any contractors design element and include for the submission any necessary drawings and details to demonstrate compliance with performance specification requirements and compliance with statutory legislation</p>	<p>500 max marks</p>





personal & commercial info

Modular Direct Limited  
Units 9 & 10 Swinemoor Lane Ind Estate  
Barmston Road  
Beverley  
East Riding of Yorkshire  
HU17 0LA  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 6<sup>th</sup> December 2017

Emailed to: [REDACTED]

Dear Bidder

## **RMCB 029 – SUPPLY, INSTALLATION AND MAINTENANCE OF MODULAR BUILDINGS SHROPSHIRE COUNCIL**

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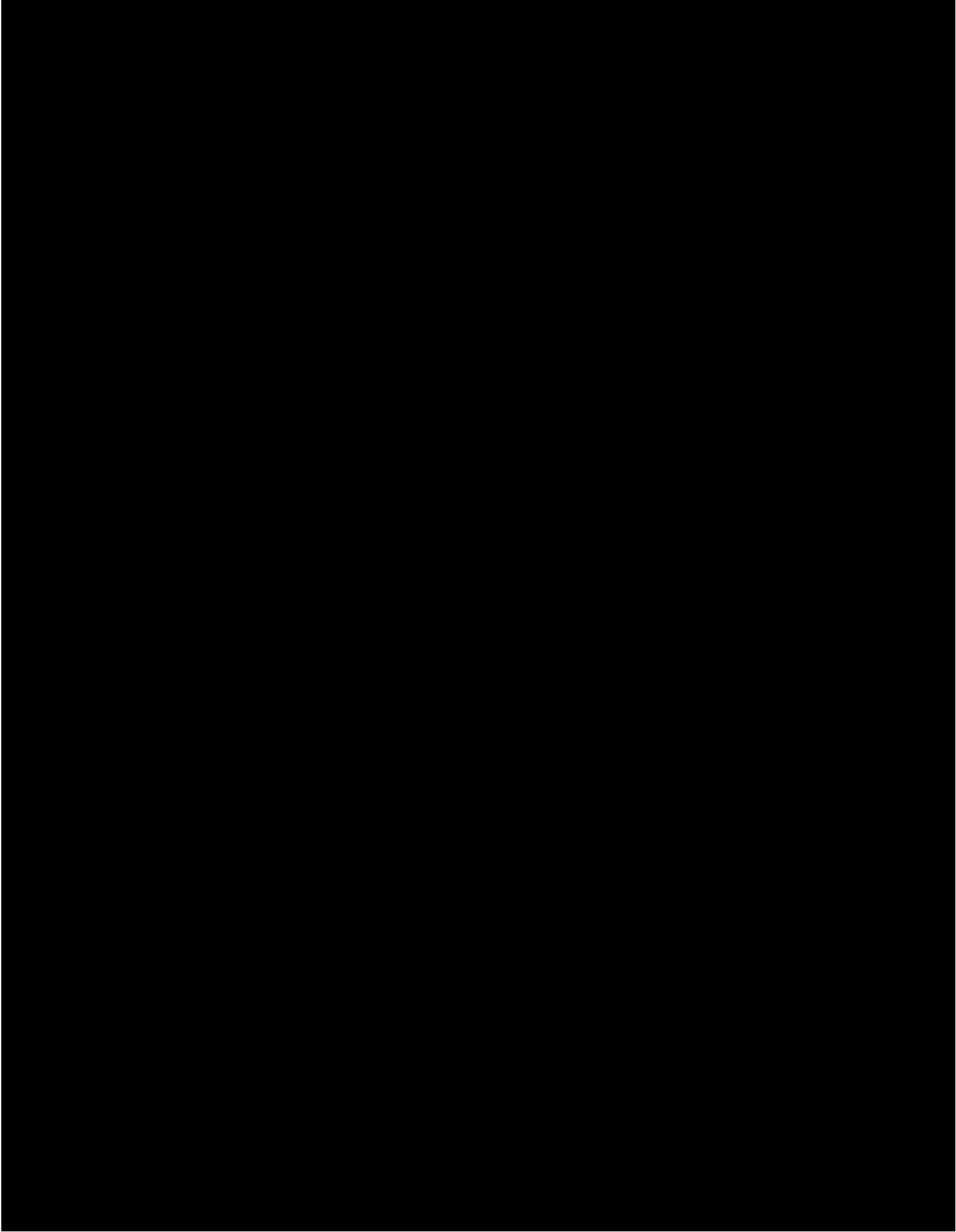
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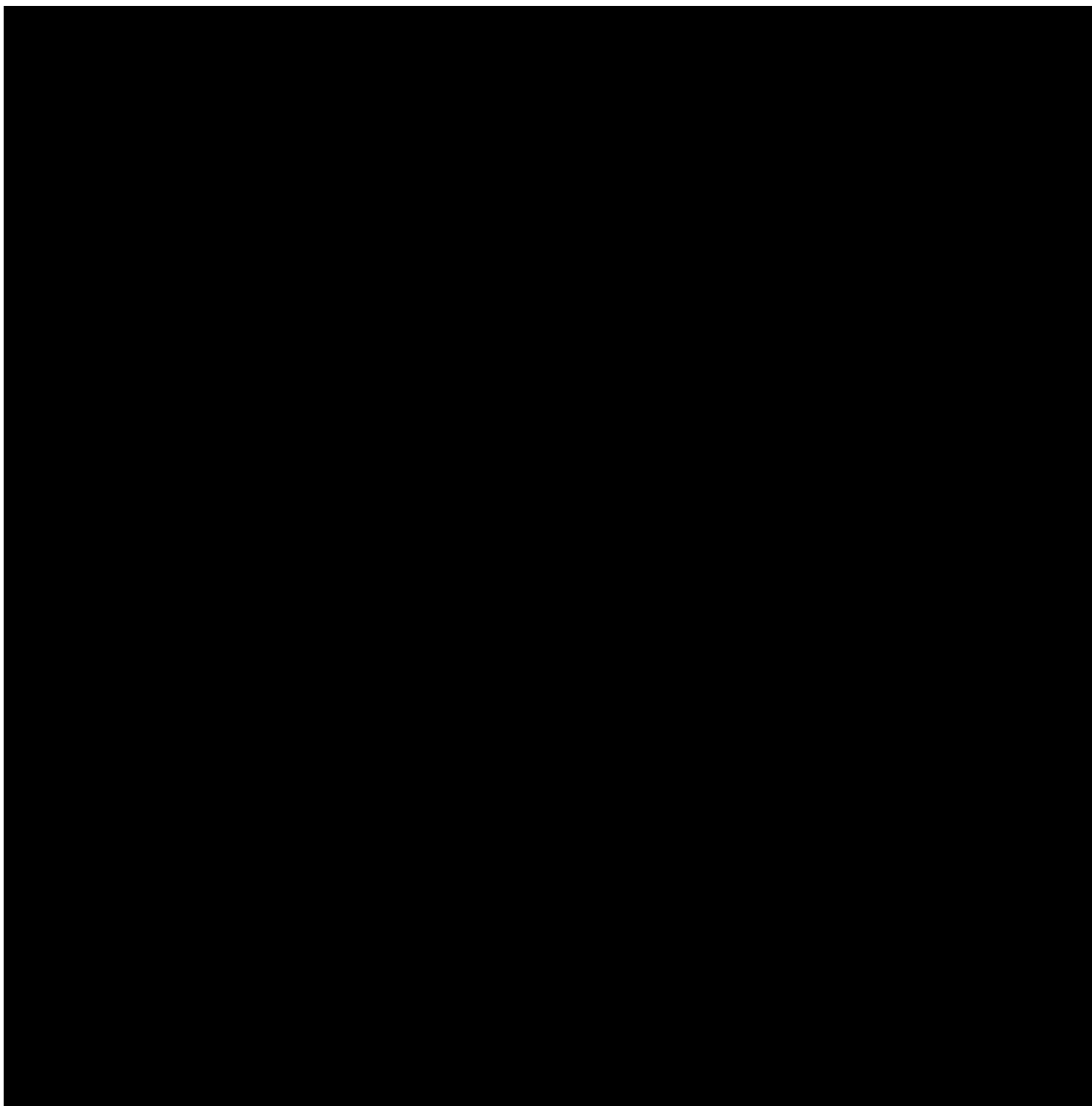
We can confirm that your tender received the following scores and ranking:-

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Quality (out of 500 marks)	[REDACTED]	[REDACTED]	[REDACTED]
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commercial info

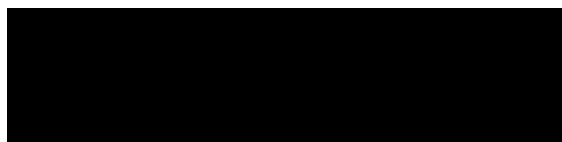


commercial & personal info



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

Yours faithfully





personal info

[REDACTED]

Premises Services Manager

[REDACTED]

Architectural Technologist



commercial & personal info

Winward Ltd t/a Cotaplan (Modular Buildings)  
Unit 1 Ashton Grange Ind Est  
Bryn Road  
Ashton in Makerfield  
WN4 8BX  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

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Emailed to: [REDACTED]

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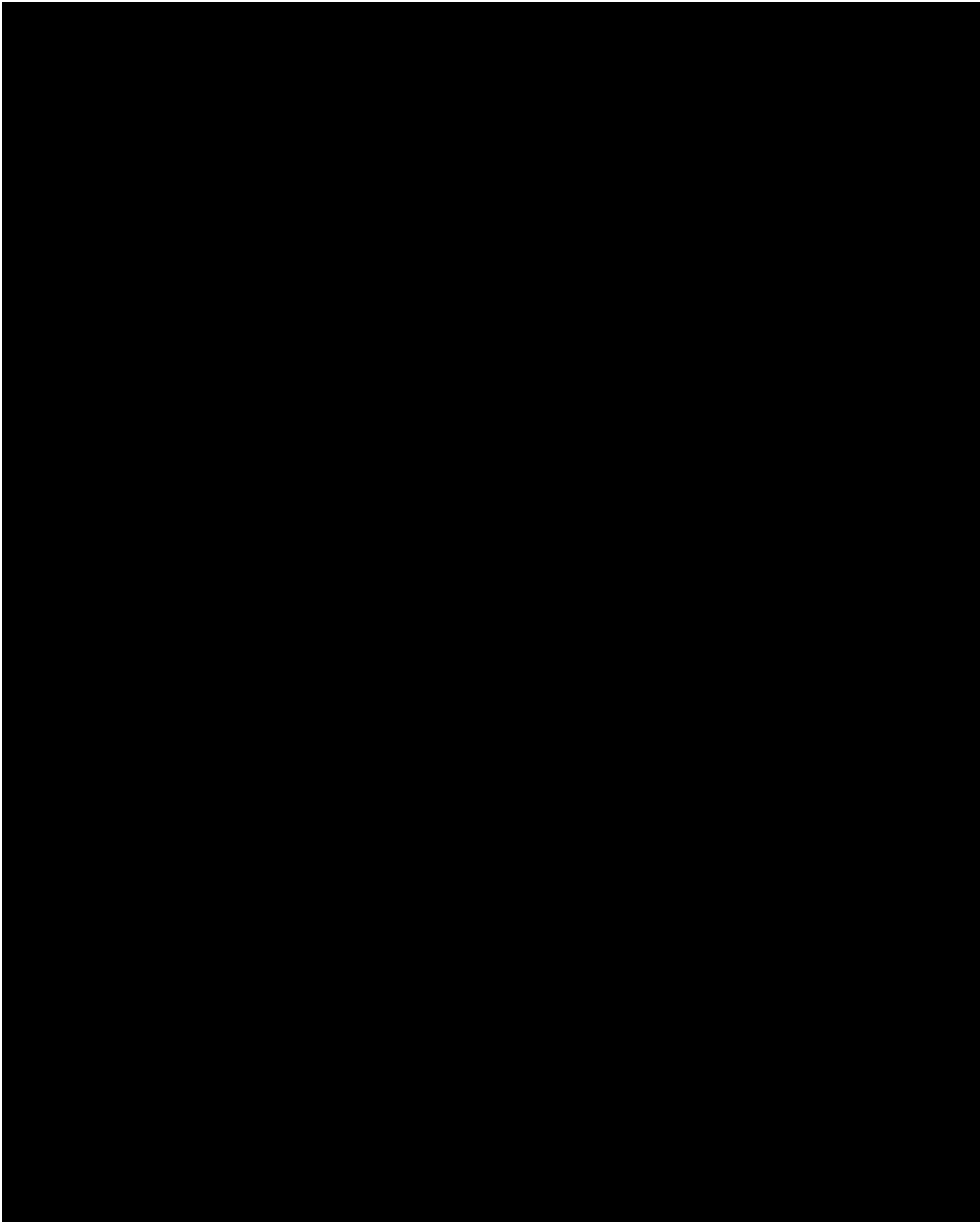
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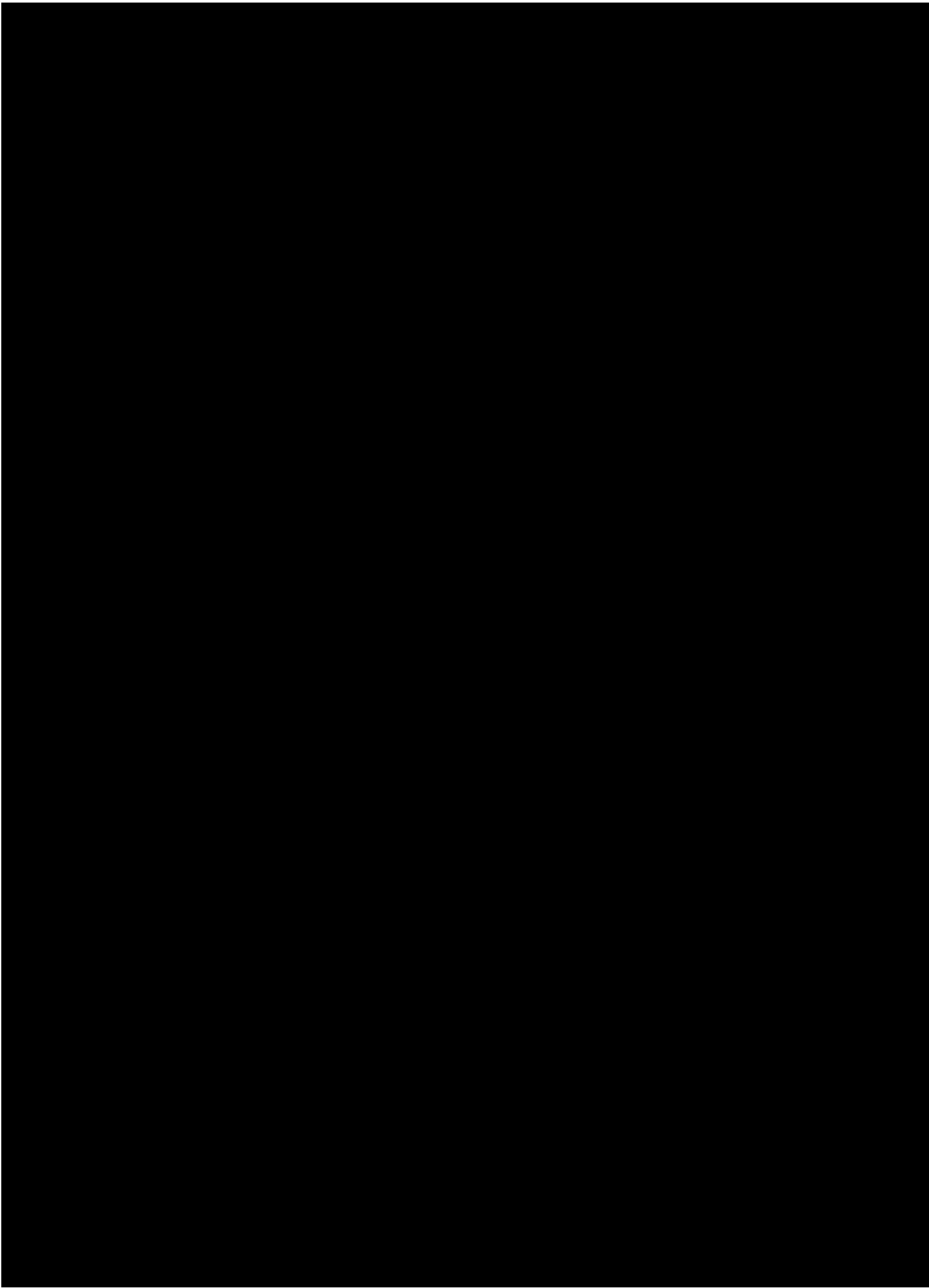
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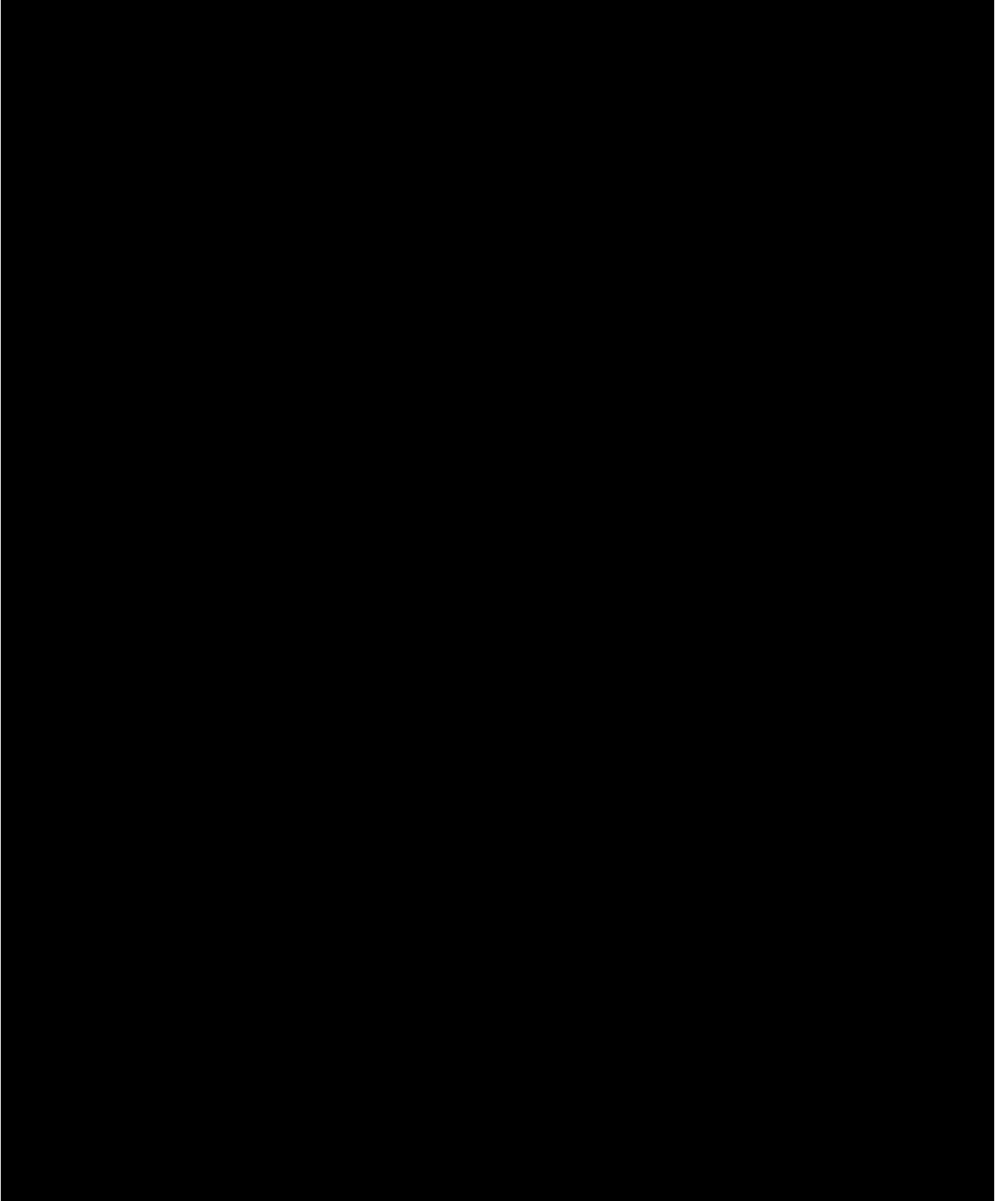
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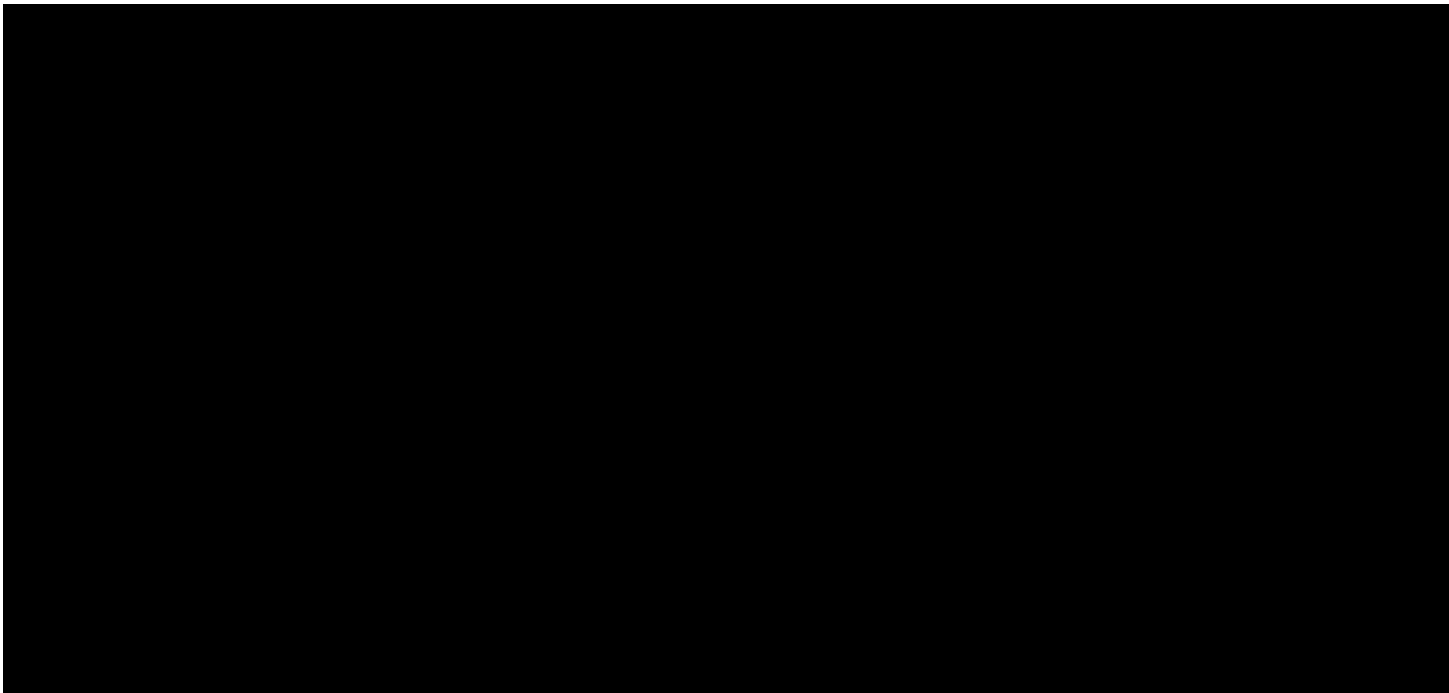
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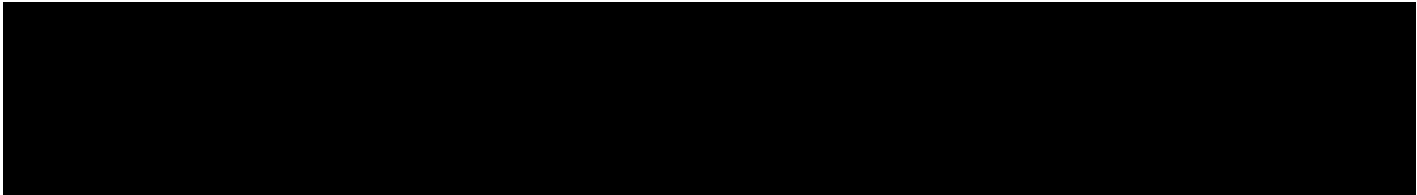


commercial & personal infok



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

Yours faithfully



Premises Services Manager

Architectural Technologist



personal & commercial i nfok

Elite Systems GB Limited  
Bedford Street  
Westgate,  
Cleckheaton  
West Yorkshire  
BD19 5EA  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 6<sup>th</sup> December 2017

Emailed to: [REDACTED]

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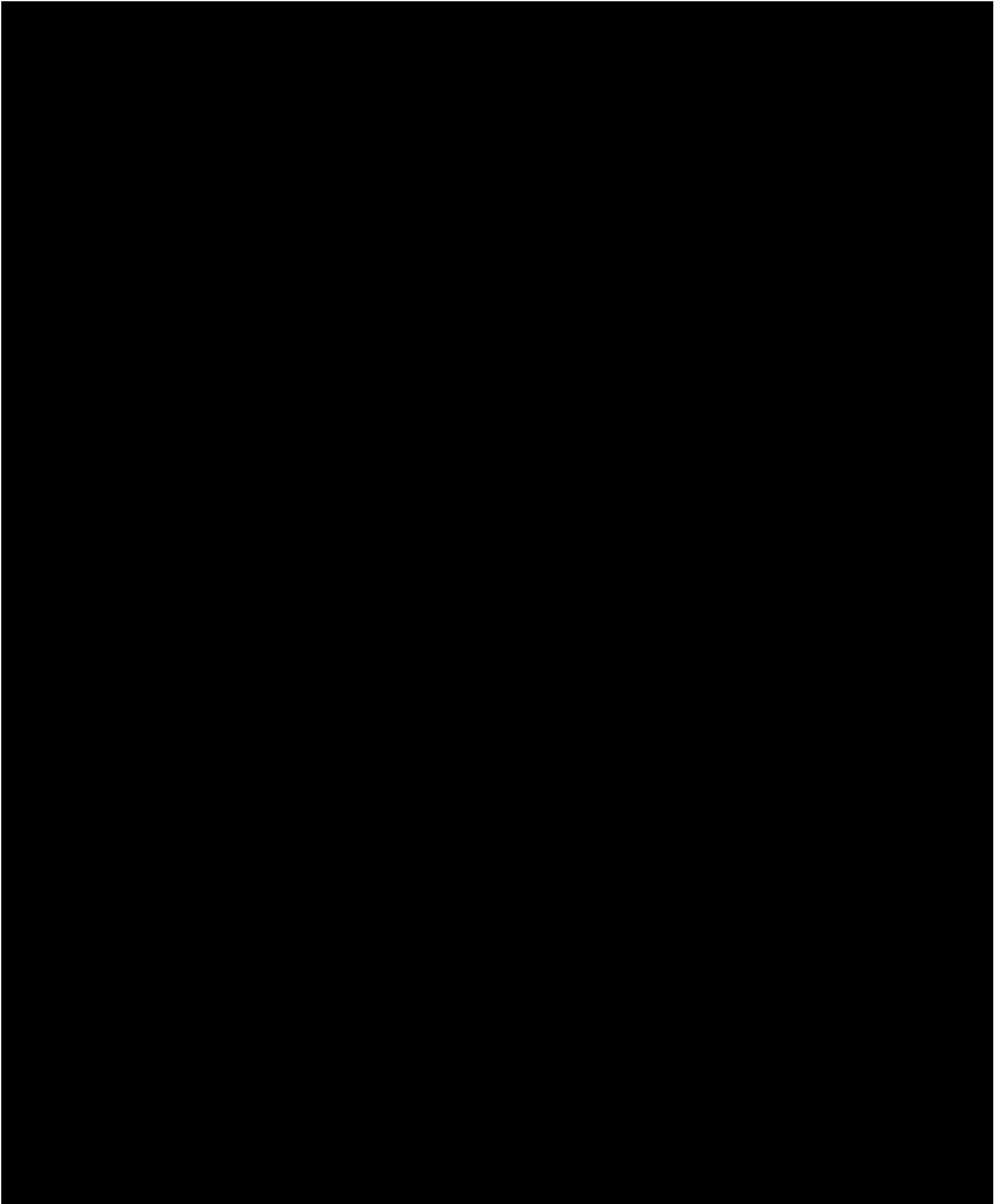
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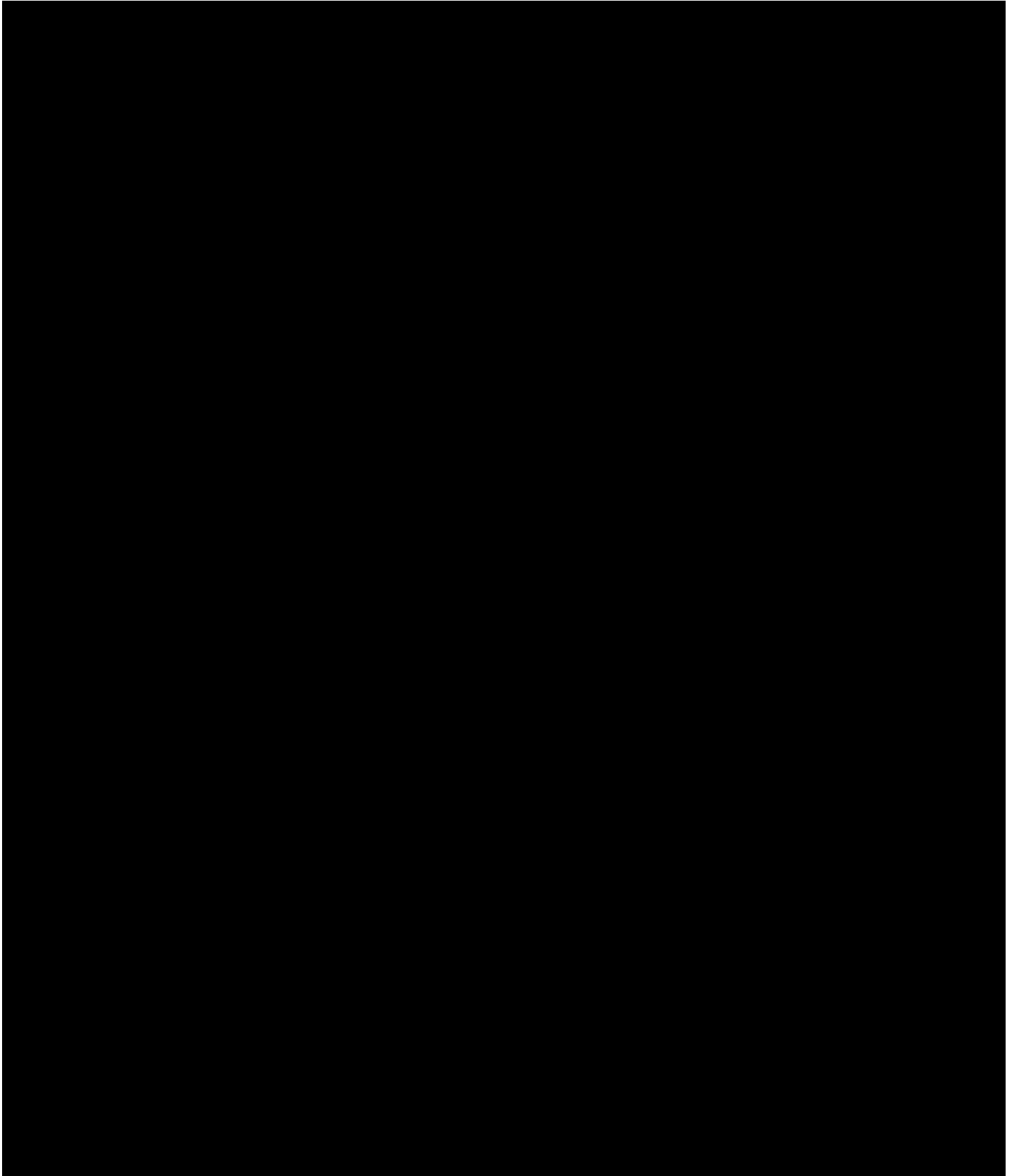
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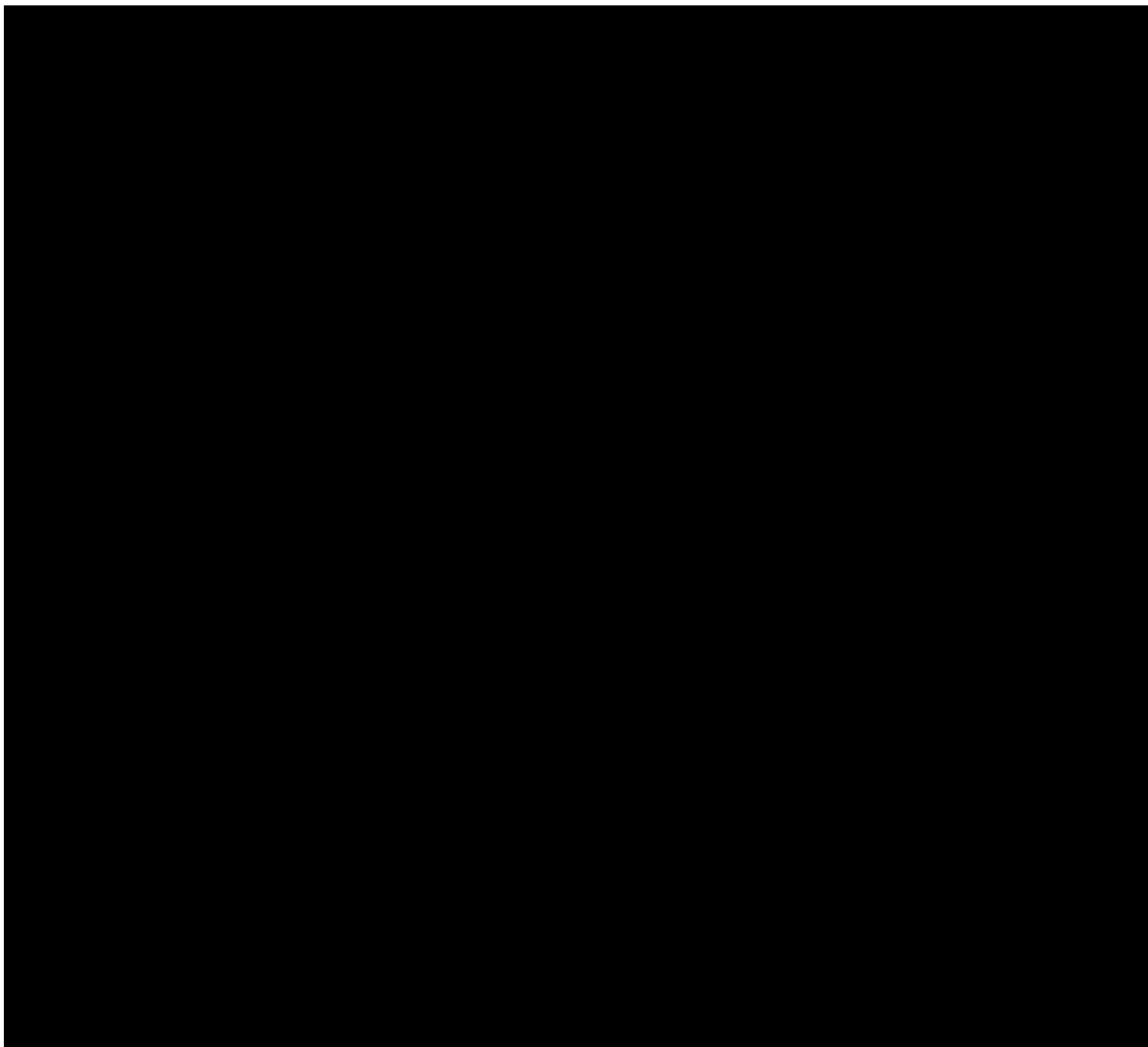




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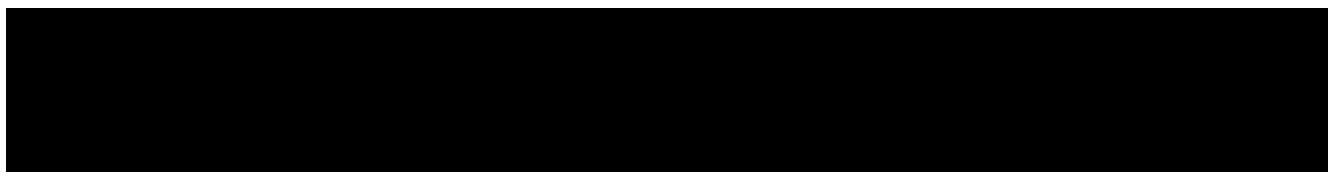


commercial & personal info



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Yours faithfully



Premises Services Manager

Architectural Technologist



personal & commercial info

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

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 6<sup>th</sup> December 2017

Emailed to: [REDACTED]

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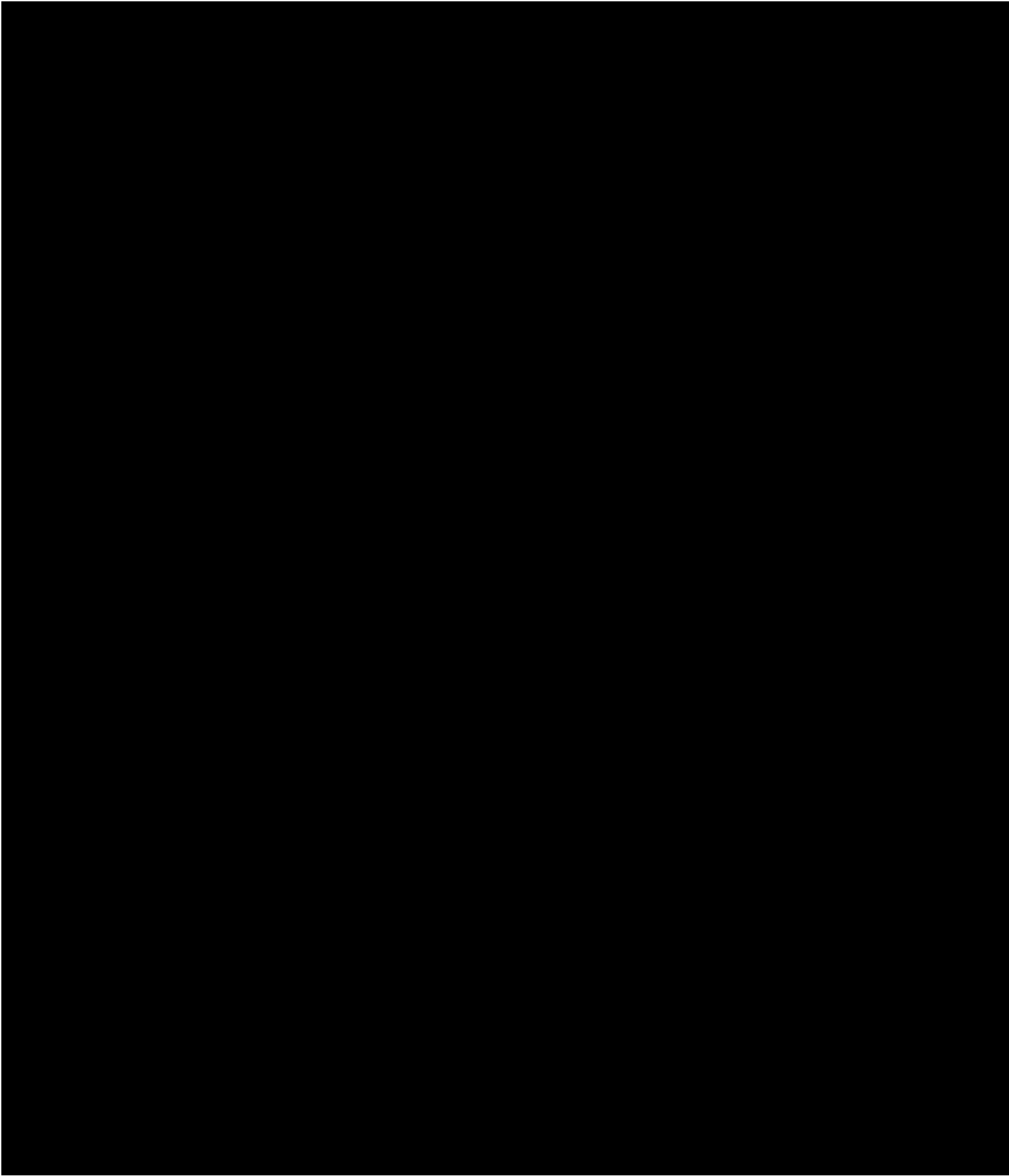
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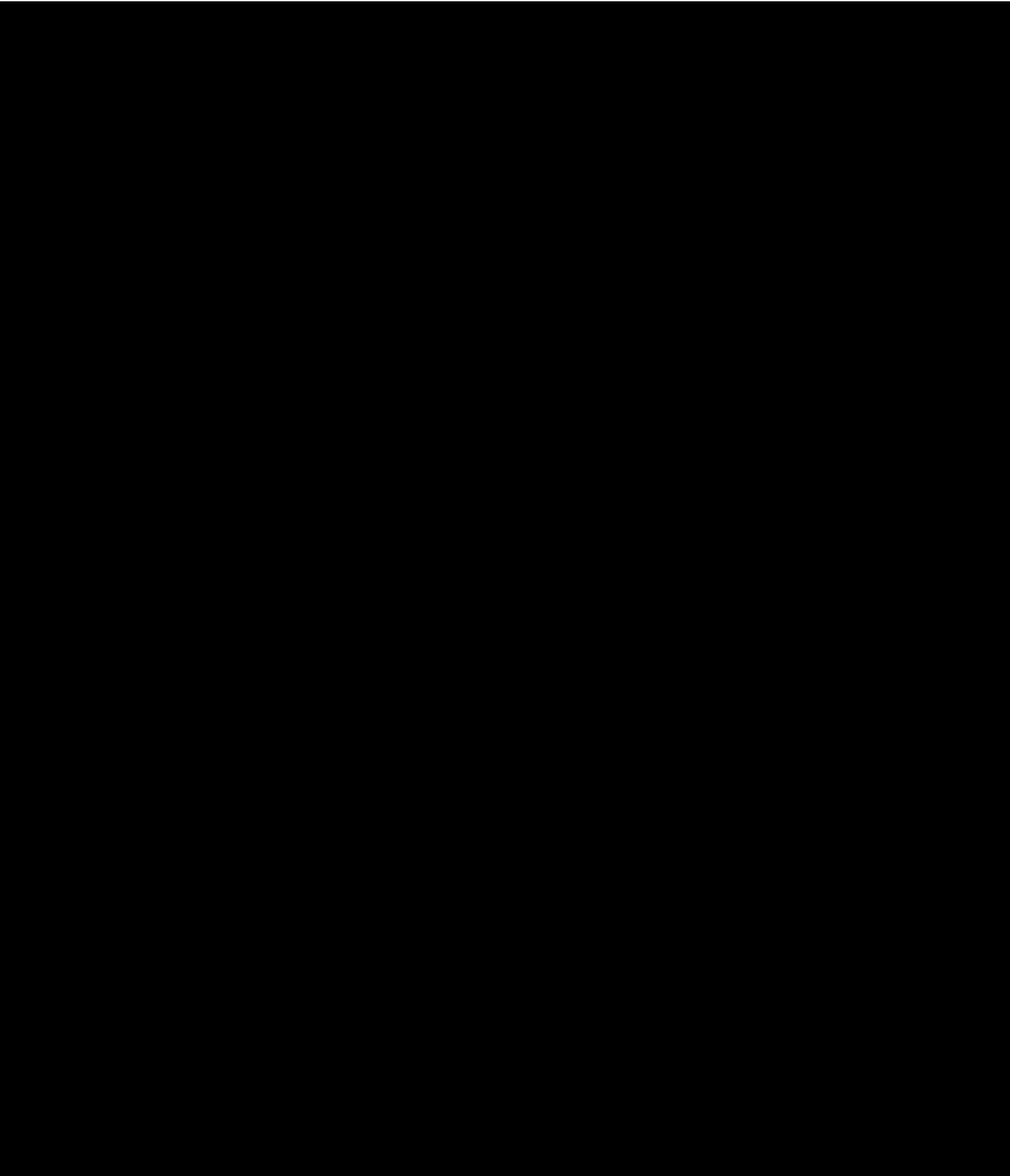
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commercial info



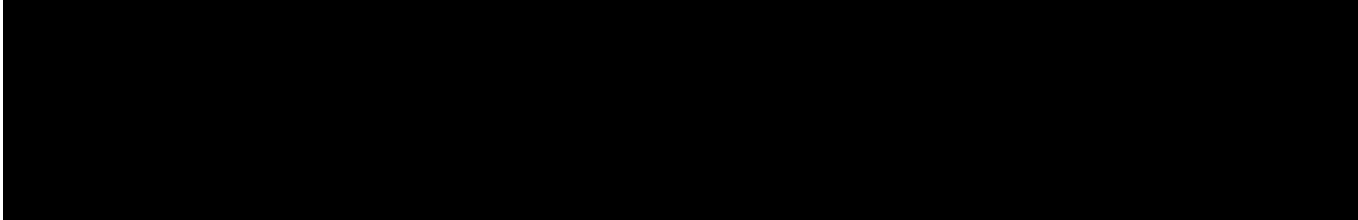
commercial info



personal info

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Premises Services Manager

Architectural Technologist



personal & commercial info

Wernick Buildings Ltd  
Wernick House  
Kenfig Industrial Estate  
Margam  
Port Talbot  
SA13 2PE  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 6<sup>th</sup> December 2017

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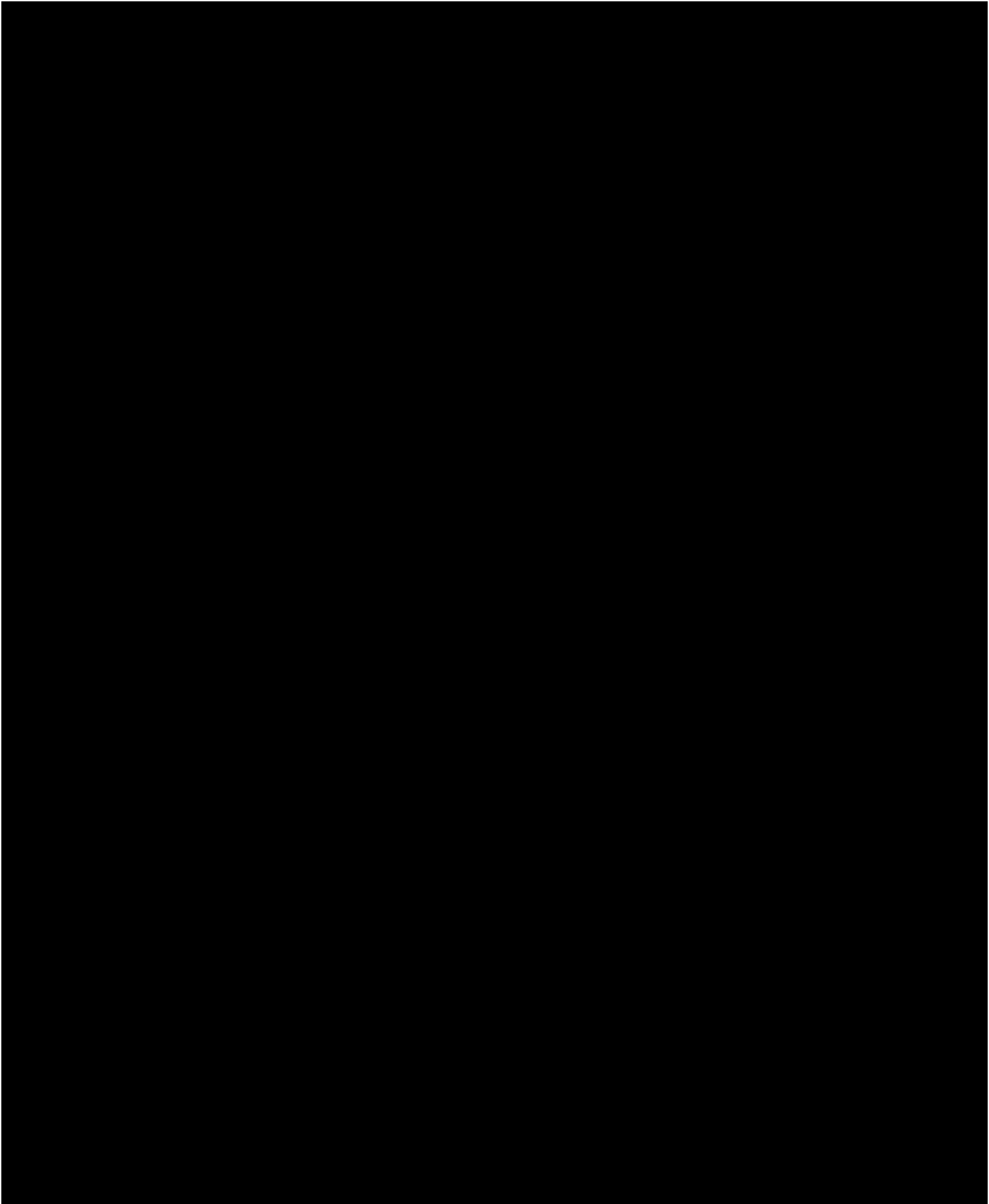
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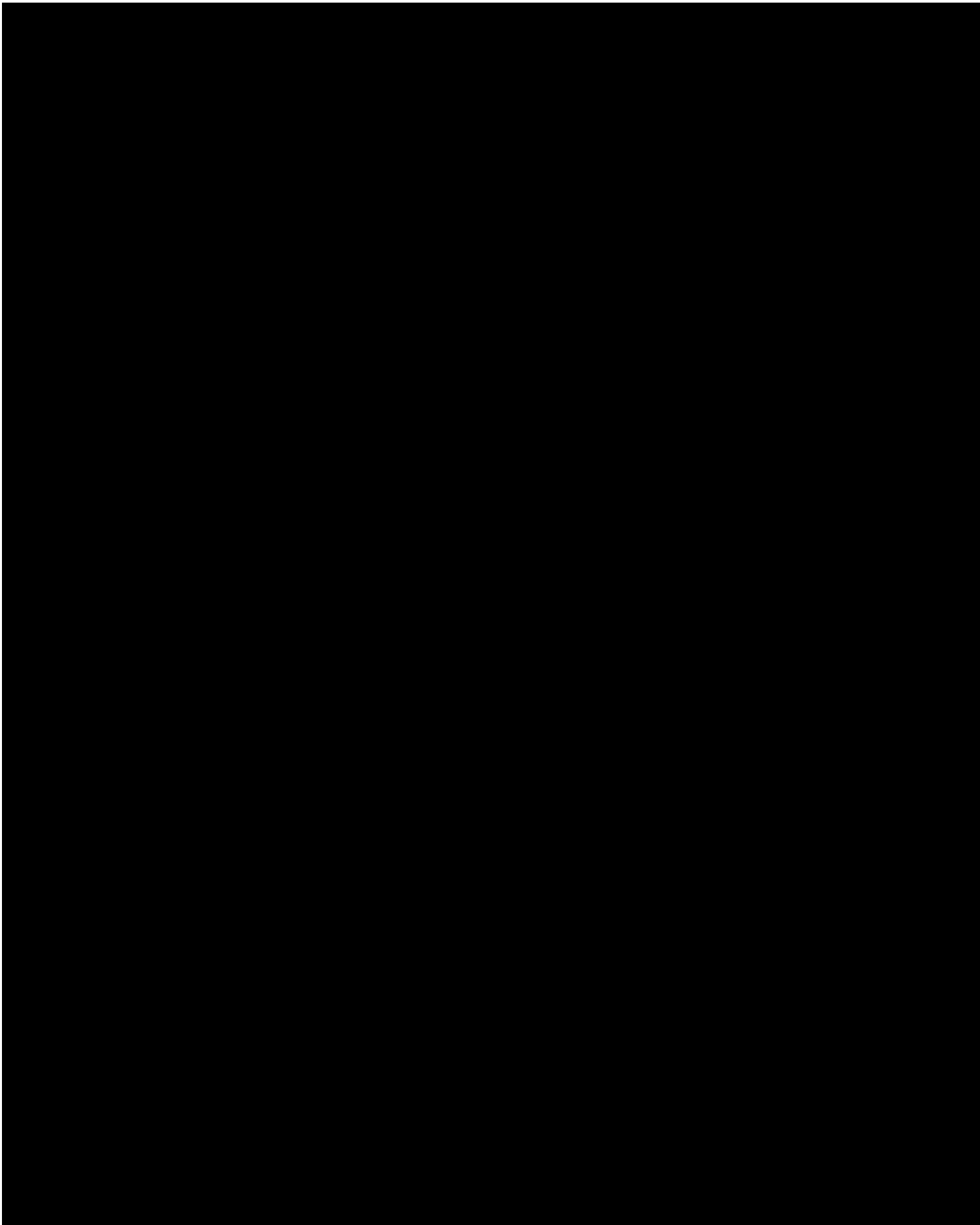
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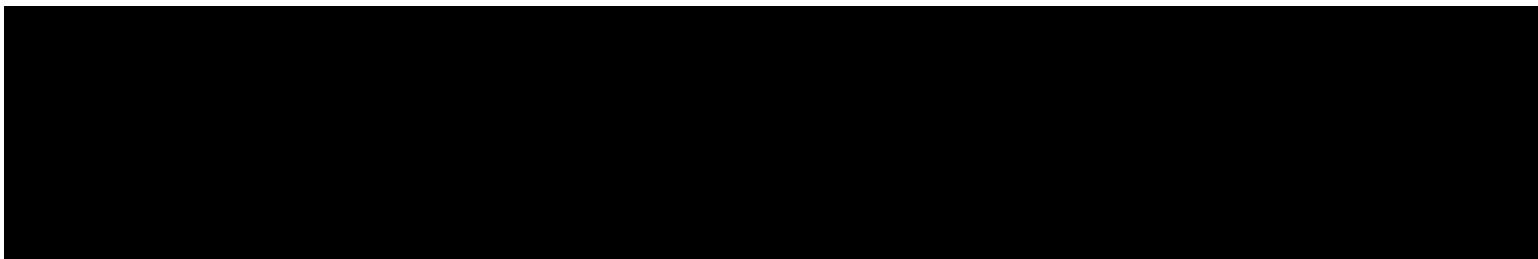




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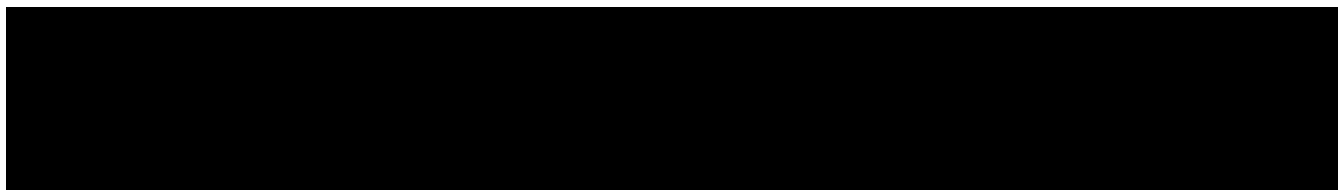


commercial & personal info



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Premises Services Manager

Architectural Technologist



personal & commercial info

Integra Buildings Ltd  
Integra House  
Main Street  
Burstwick  
East Riding of Yorkshire  
HU12 9EA  
FAO [REDACTED]

Shropshire Council  
Shirehall  
Abbey Foregate  
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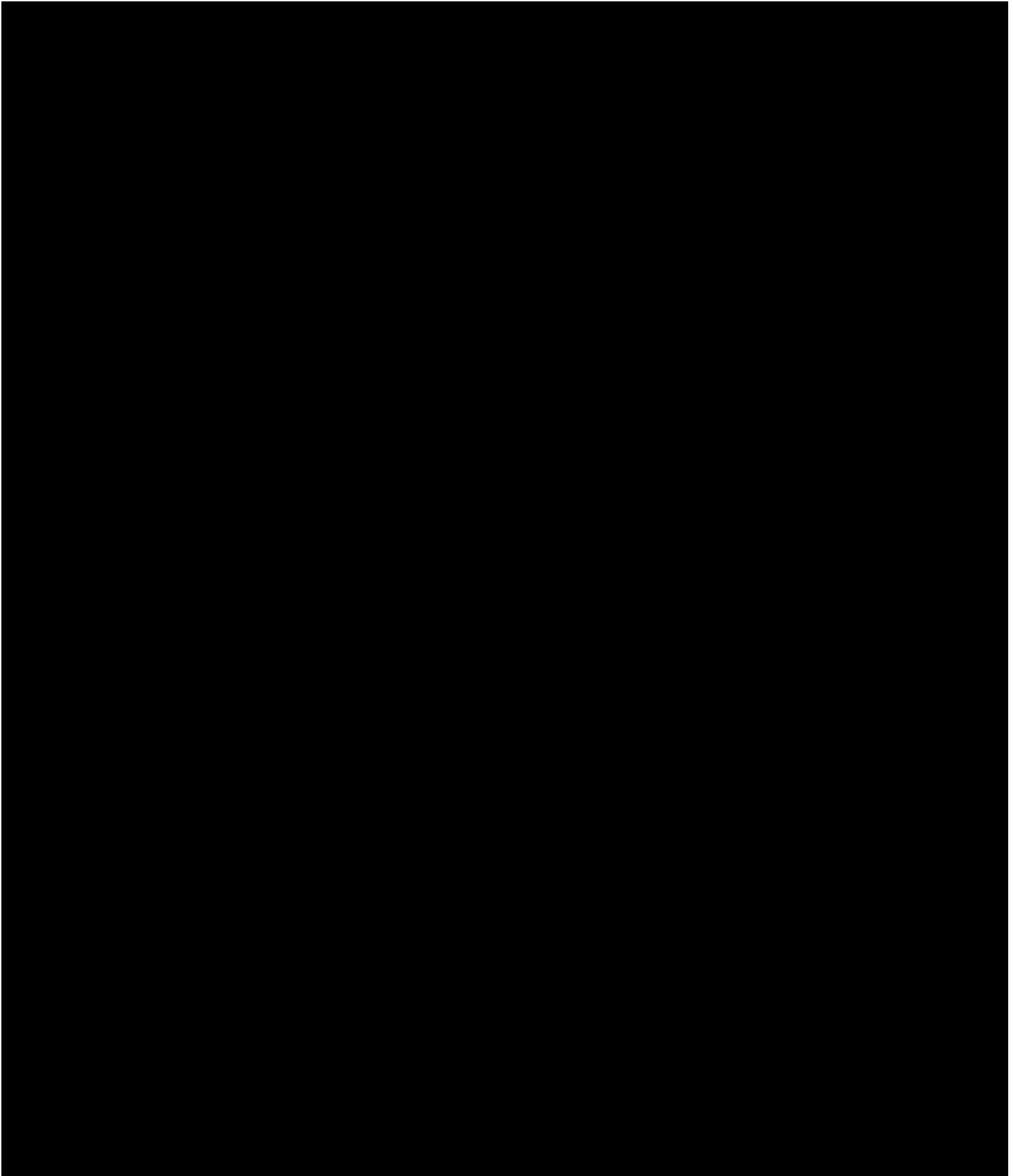
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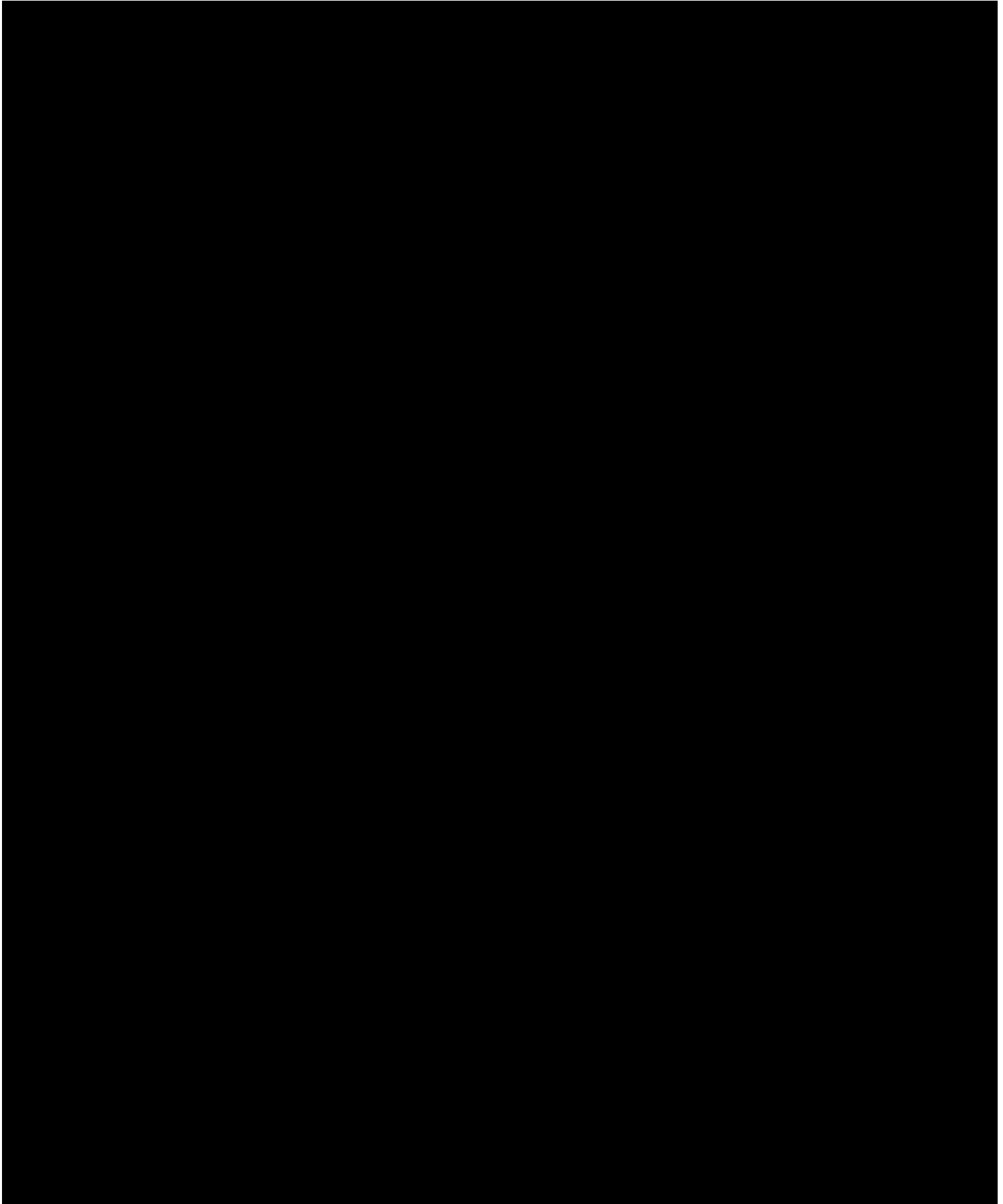
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 7 tenders received)
Price (out of 500 marks)	[REDACTED]	[REDACTED]	[REDACTED]
Quality (out of 500 marks)	[REDACTED]	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]	[REDACTED]

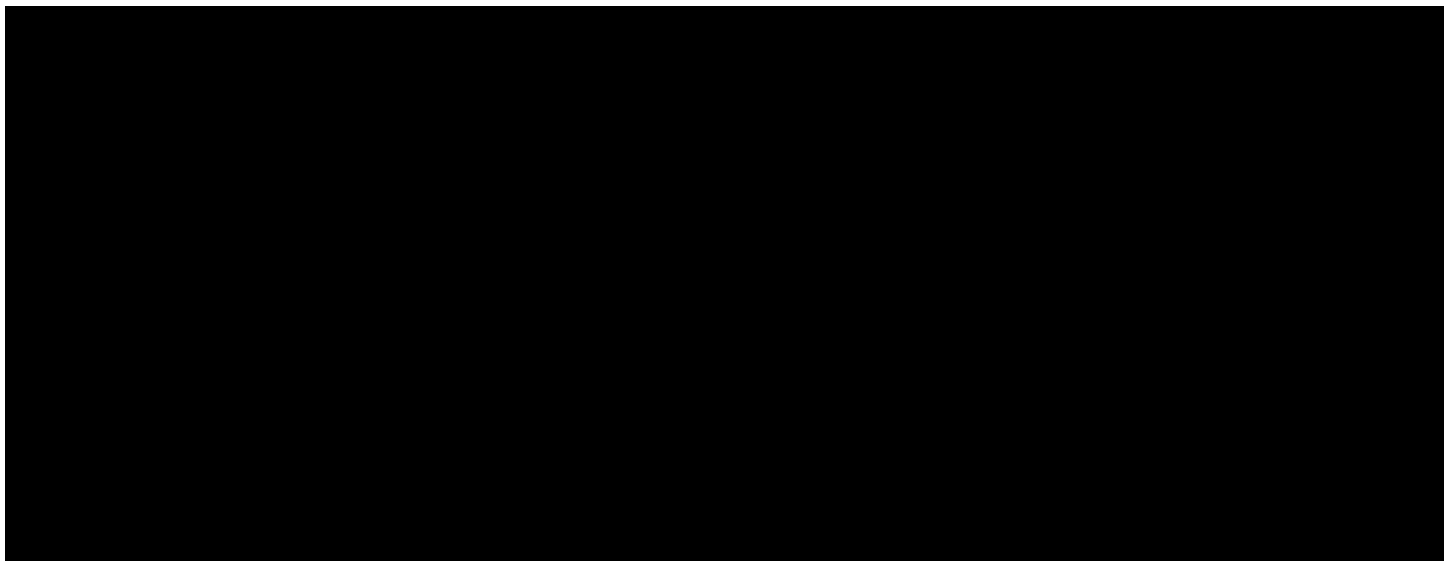
commercial info



commercial info

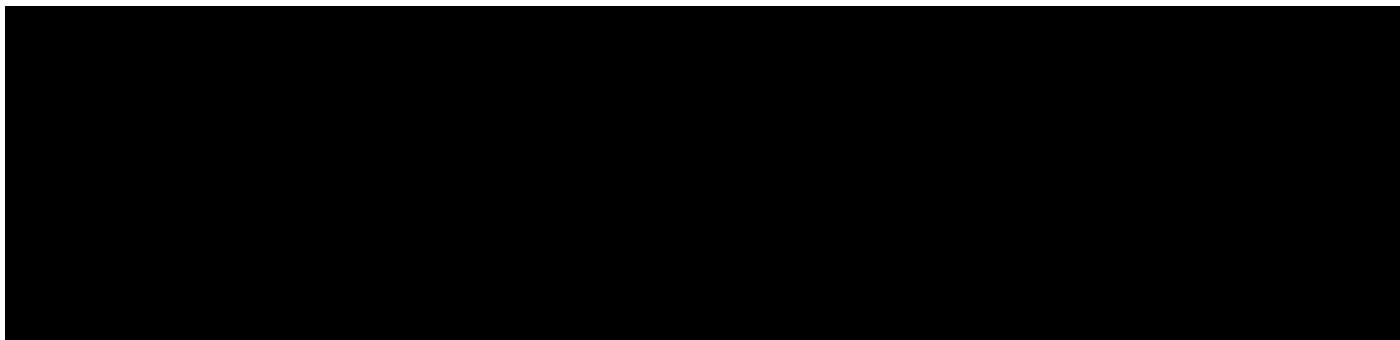


commercial & personal info



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

Yours faithfully



Premises Services Manager

Architectural Technologist