



## Standard Conditions Of Contract For The Delivery Of Works Programmes

### **Tender**

The University requires a firm price tender for the works detailed in this Specification.

In evaluating tenders received, the University will take into account the quality of the Contractor's submission, proposals for carrying out the work and final report format in addition to the tender sum. Because of this, the University does not bind itself to accept the lowest or any tender for these works.

No reimbursement will be made to the Contractor by the University for any costs associated with the preparation and submission of the tender.

### **Drawing**

Drawings should show "as built" and should be produced on CD with the appropriate information concerning operating and maintenance manuals for any work undertaken. Drawings should be provided in Autocad 2004 format and manuals in PDF format.

### **Site Visit**

The site may be inspected on application, either in writing or by telephone. Appointments to view should initially be made with the Estates Office, Tel. No. 01227 782325.

The Contractor is advised to visit the site before tendering. No claim arising from a lack of knowledge of site conditions or alleged insufficiency of information in the Specification or drawings will be considered.

Details of buildings structure and building services, can be obtained by inspection of drawing and records at the University's Estates Office, where available, or by physical inspection of the site.

It will be assumed that the Contractor has viewed existing drawings and records, or inspected the areas in question. The Contractor shall be deemed to have made due allowance for all obstructions or complications arising from the other services or structural details.

### **Time for Completion**

Time will be of the essence of the Contract and the Contractor shall complete the whole of the works specified in the time stated in the Conditions of Contract.

### **Schedule of Conference**

This clause applies where the buildings with works specified for execution will be in use for conferences during the contract period. The Contractor shall ensure that work is undertaken so as to keep noise to a minimum and that safe access is maintained to ensure the least inconvenience to those using the buildings for normal purposes or Conferences.

### **Sequence of Works Programme**

The sequence of works shall be agreed with the Contract Administrator in advance of the start of the works and the Contractor will be asked to prepare a programme of works for the approval of the Contract Administrator. Method Statements shall be prepared covering complex operations and those having a direct influence on the continuing operation of the University.

### **Variations**

Any variation in the work must be brought to the attention of the Contract Administrator and instructions obtained in writing before proceeding

### **Injury to Persons and Property and Damage to Property**

The Contractor is to indemnify the employer in respect of and insure against any liability, loss, claim or proceedings whatsoever in respect of injury to persons or property and in respect of damage to property. The Policies are to be current for the whole period of the works. Employers liability and public liability insurance cover for any one occurrence or series of occurrences arising out of one event is to be £5,000.000.

### **Health, Safety and Welfare of Workpeople**

The Contractor shall provide for all costs incurred and ensure full compliance with the requirements of the Health and Safety at Work etc Act 1974, including all Health and Safety Regulations, Building Regulations and Codes of Practice made or approved thereunder, all other constructional regulations and working rules or any industry appertaining to work people (including those employed by sub-contractors) employed on the site. The Contractor must also ensure the health and safety of University staff, students and visitors at all times.

### **Safeguard the works**

Safeguard the works, materials and plant against damage or theft including necessary watching and lighting, barriers and other measures necessary for the security of the works and the protection of the public. Any costs, charges or expenses incurred due to damage, theft of security measures or protection, afforded, shall be borne by the Contractor. In accordance with the Chapter 8 Regulations of the Street and Road works Act 1990.

### **Lighting and power**

Provide all artificial lighting and power for use on the works and pay all charges in connection therewith.

### **Radios**

The use of any form of radio, tape or CD machine within the University boundaries will be prohibited.

### **Trespass**

The Contractor shall ensure that all employees remain within the confines of the areas or buildings specified for works to be executed.

**Access to Site**

Access to the site is restricted and is to be made only by those routes previously agreed by the Contract Administrator in writing.

**Incidental Work**

The Contractor is to include in the tender for all items whether specifically mentioned or not which are necessary for the completion of the works to the true intent and meaning of the Specification.

**Attendance**

All trades are to attend upon, cut away for and make good after all other trades, including any nominated sub-contractors who are to be provided with and allowed the use of all necessary ladders and scaffolding when required.

**Making Good**

Any work disturbed in executing the works is to be made good by the Contractor in all trades to match existing or adjacent work.

**Responsibility**

The Contractor will be held entirely responsible for all damage or disturbance arising from the works that may be caused to adjoining premises, property, roads, footpaths, fences, lawns, planted beds, trees and shrubs and shall make good at his own expense and to the satisfaction of the Contract Administrator.

**Warning Notices**

The Contractor shall supply and maintain warning notices for wet paint, trenches and other works as necessary for the protection of the public and visitors and members of the University.

**Protection**

The Contractor shall supply and maintain and clear away on completion temporary screens, fans, polythene sheeting for floors, paving and all other protection where necessary to safeguard the works, the buildings where they are undertaken and users of the University. This clause includes protection, moving and replacing all furniture and fittings with their replacement on completion and making good loss or damage and also noise and other disturbance.

**Site Instructions**

No site instructions except those given by the Contract Administrator are to be accepted by the Contractor. Work which is not specified or the subject of a site instruction will not be accepted and the Contractor will be required to meet its cost or remove it completely at the discretion of the Contract Administrator.

**Foreman**

The Contractor shall keep on the works, through all working hours, a competent general Foreman or other authorised person who shall be empowered to act on the instructions given by the Contract Administrator, such instructions given to the Foreman or other authorised person shall be held to have been given to the Contractor.

**Workmen**

None other than skilled workmen are to be employed on the works except labourers and apprentices.

**Workmanship**

Workmanship and labour shall be the best of their respective kinds. The whole of the works are to be undertaken in accordance with the Specification and relevant Codes of Practice and with any instructions written or verbal by the Contract Administrator in the progress of the works. Any faulty workmanship is to be made good as instructed by the Contract Administrator and at the Contractor's expense.

**Scaffolding Plant and Equipment**

The Contractor shall allow for all access works above ground floor level to be by scaffolding. Work from towers or ladders will not be allowed except by permission of the Contract Administrator. All lower floor ladders are to be removed and secured when work ceases. The Contractor shall provide all scaffolding, plant, tools, storage and all other equipment necessary for the proper and safe execution of the works.

This shall include the provision of a safe and secure hand rail for any work to the roof.

**Messroom and Sanitary Facilities**

Lavatories will be provided by the Employer and the Contractor will be responsible for keeping and leaving this facility in a clean condition. The Contractor shall allow for a Messroom which shall not be within the work site but will be positioned in consultation with the Contract Administrator.

Breaks will not be allowed to be taken on the pavement, grassed area etc. in the grounds of Canterbury Christ Church University.

**Storage**

At the university's Canterbury campus the Contractor is permitted to store materials in a store which is to be located in the car park for the duration of the contract. The Contractor must provide their own hasp, staple and lock. Storage at all other locations must be agreed with the Contract Administrator.

**Materials and Workmanship**

All materials used, unless otherwise stated, are to conform to the latest British Standard Specification. The whole of the works are to be carried out and completed to the entire satisfaction of the Supervising Officer. Any defective or faulty workmanship and unsatisfactory materials are to be made good at the Contractor's expense.

**Removal of Debris**

The Contractor shall clear away all debris and superfluous materials daily, including that caused by sub-contractors and leave the site cleared and tidy on completion of the works.

**Environmental Protection Act 1990**

The Contractor must ensure that waste taken from the site is legally and safely dealt with in compliance with the Environmental Protection Act, 1990, effective 1 April 1992, and he shall indemnify the Employer in this respect. The Contractor carrying Controlled Waste must

possess a valid Certificate of Registration as a Carrier of Controlled Waste, issued by a Waste Regulatory Authority and must inform the Employer of the disposal point where he intends to dispose of such waste.

### **Leave Clean**

The Contractor shall leave clean of floor surfaces and both sides of windows and leave the buildings and grounds clean and tidy on completion of the works.

### **Sub-Contractors**

The Contractor shall not sub-contract any of the works without the approval of the Contract Administrator. The Contractor shall attend on all nominated sub-contractors and provide all necessary facilities for the execution of their work including storage and handling of their plant and materials. The Contractor shall supply all necessary information and attendance for their work including programming, giving due notice and co-operation to ensure that their works are executed correctly and within agreed dates to maintain the overall continuity and timing of the main contract.

It is the Tenderers responsibility to contact and issue to the specialist named sub-contractors all relevant sections of the Tender package.

The inclusion of provisional sums, on the tender returns, for the specialist sub-contractor packages will not be acceptable.

### **Dayworks**

All daywork sheets are to be fully completed and submitted to the Contract Administrator before Wednesday of the week immediately following the week to which they apply.

### **Provisional Sums**

Where Provisional or Prime Cost Sums are included in the specification in respect of nominated sub-contractors and nominated suppliers the Contract Administrator will instruct the Contractor regarding the expenditure against the Sums by work or materials to be specified at the time. The Contractor will be responsible for all actions of nominated sub-contractors and suppliers in so far as they affect the conditions of the contract. Any verbal instructions issued to sub-contractors by the Contract Administrator will be confirmed by that person to the Contractor who will be responsible for the execution of their work to the satisfaction of the Contract Administrator.

Other than any Provisional Sums which are included in the Specification, no part of any tender submitted shall be in the form of Provisional or PC Sums or provisional quantities.

### **Priced Specification**

A fully priced copy of the itemised specification shall be provided by the Contractor at the time of submitting a tender for the works specified.

### **Technical Classes**

This tender is subject to the University's Standard Technical clauses, available on request from the Estates Office.

### **Protection of Roof Coverings**

The Contractor is to allow for and take every responsible precaution to protect the existing roof coverings from damage by foot traffic or the use of plant by means of scaffold or boarded access and working areas. Under no circumstances must the roof chippings be permitted to impress into the felt and the Contractor will be held responsible for making good any damage.

### **Contingencies**

Include the sum of £1000 to be used in whole or part as instructed by the Contracts Administrator.

### **Control of External Contractors**

All operatives require an Identity Card with passport sized photograph attached. This Identity Card must be signed by the operative and by a Senior Manager whose signature must be known by the University.

The University has in place a system to control the access of Contractors to University areas and buildings. This is a strict condition of all contracts placed. Only Contractors where the Contractor takes full possession of a site will be exempt from this system of control, these will be major schemes which are fully enclosed and inaccessible to others.

This system is in place to safeguard and reassure members of the University who may come into contact with external Contractors.

On arrival at the campus, and before going to the worksite, the Contractors operative will need to obtain a Permit to Enter University Premises from the Estates Office, the operative will be required to show their Identity Card at this time. The permit issued will be valid for a period of no longer than one week, in the first instance, or less if appropriate for the task. If an extension to the permit is required this can be obtained from the Estates Office. The permit will be signed off as part of the completion of the works process; this will involve the University's normal quality control checks. Failure to adhere to the system may result in delays and possible exclusion from future tender lists.

This permit will also serve to help your operatives when at the University. At off campus locations and at weekends the permit will assist in getting the operative to the work area more quickly and help them dealing with University staff whom they may not know.

### **Access to Plantrooms**

Access to Plantrooms is strictly controlled and a Permit to Work is required. Permits will be issued by the Services Engineer or University Works Foreman on production of a valid company identity card.

### **Fire Alarm System**

Work on the University Fire Alarm System is strictly controlled and a Permit to Work is required. Permits will be issued by the Services Engineer or University Works Foreman on production of a valid company identity card.

## **Programme and Method of Works**

The programme of works will be advised and agreed by the Contract Administrator.

Work shall generally be carried out in normal working hours but the Contractor may if he so wishes and obtains any necessary consents as well as complying with any noise limits specified by the Client, work any other hours outside normal hours, to ensure that the contract completion date is achieved and disturbance to the University's business is minimised.

## **Hard Hats**

The Contractor shall ensure that all workmen, staff and visitors wear safety helmets to British Standard 5240 whilst on site and within designated "*hard hat*" areas.

## **Dress**

The Contractor and his Sub-contractor shall wear overalls or long trousers and T shirts. It is desirable that the Contractors name or logo is displayed on the operatives work clothes. Operatives shall not be allowed to take breaks on or near the site in shorts and without wearing tops such as T shirts.

## **Client Supply Equipment**

Where indicated in the particular specification specific materials and equipment will be Client supply and issued free of charge to the Contractor. The Contractor shall provide adequate secure and weatherproof stores to receive the materials.

The Contractor shall within seven days of the contract being awarded issue a programme showing required delivery dates for all client supply materials and equipment.

The University will provide a schedule, including quantities, of materials/equipment being Client supplied. The Contractor shall be responsible for checking the quantities and shall notify the Contracts Administrator immediately of any discrepancies between materials/equipment being Client supply and those required.

The University does not accept responsibility for loss or damage of materials/equipment once they have been accepted by the Contractor.

## **Hot Work Permit**

The University operates a Hot Work Permit system. All Contractors are required to operate within this system. Permits will be issued by the Services Engineer or University Works Foreman, on production of a valid company identity card and risk assessment.

## **Testing, Commissioning, Proving & Demonstration**

The above should be carried out to the satisfaction of the Contract Administrator

## **Payments**

Invoices are to be submitted immediately work is completed and payment will be made within 30 days of receipt of the invoice, providing the job is completed to the satisfaction of the Contract Administrator. Invoices requesting part payment may be submitted for long-term works projects if the contractor is in receipt of an authorising certificate from the Contract Administrator.

## **Value Added Tax**

The payment and recovery of the tax will be the entire responsibility of the Contractor, who will be deemed to have allowed in his prices for incidental costs and expenses which may be incurred.