REF: LON LMP CR01

SPECIFICATION FOR THE

Demolition of existing and construction of new Control Room and VE temporary rest spaces.

At

RAF Museum London

Estates Department

RAF Museum

Grahame Par Way

London.

NW9 5LL.

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**SECTION**

**A. PARTICULAR CLAUSES**

**Particular Clauses.**

**A.0 Introduction**

The existing control room needs to be relocated for operational and safety reasons. This project includes the base construction works to form the space, the infrastructure including heating, cooling, ventilation, hot and cold water services, small power, reserve power, lighting and emergency lighting and smoke detection. The construction works will form a two compartment secure control room with attendant WC and kitchen facilities.

The migration of systems are excluded from these base works although there will be some ancillary attendant works such as door control power supply which will be covered by a provisional sum.

**A.1 Definitions**

In accordance with the general particular clauses the definitions required as follows:

|  |  |
| --- | --- |
| i. The Purchaser | The Trustees of the Royal Air Force Museum. |
| ii. The Site | RAF Museum London |
|  |  |
| iii. The Due Date for Completion | 12th October 2020 |
| iv. The Contract Administrator | Thomas Power – Head of Estates. |

A.2 Drawings

The drawings issued with this tender are referenced:

1. D1 Proposed Control Room general construction works.
2. D2 Proposed Control Room equipment layout v.2
3. D3 Proposed modifications to Control Room Fire System
4. D4 Proposed Control Room Electrical Services layout
5. D5 Proposed Control Room Lighting layout v.2.
6. D6 Proposed Control Room Mechanical services layout.
7. D7 Rest area building works v.2
8. D8 Rest area Power, heating and data layout v.2
9. D9 Rest area lighting layout (B) v.2 (overlay of furniture)
10. D10 Rest area lighting layout (A) v.2

**A.3 Visit to Site**

A visit to inspect the Site is recommended, the Contractor should contact the Contract Administrator on [Thomas.Power@rafmuseum.org](mailto:Thomas.Power@rafmuseum.org) to arrange this. All technical queries relating to the Works shall also be addressed to the Contract Administrator. Queries will be received up to 12.00 noon on the 10th September 2020.

**A.4 The Works**

The extent of works covered by this project includes:

1. The stripping out of fixtures, services and ceilings to part of the former shop area, shop store and ancillary rooms. Disposal of arisings and waste.
2. Erection of new dividing wall to create a new staff rest area, changing rooms and zoned rest areas.
3. Erection of stud wall to section off the control room and additionally the front desk.
4. Modifications to the GF gents WC to form a separate ambulant disabled WC facility for the control room.
5. Supply and installation of new suspended ceilings.
6. Supply and installation of new lighting systems.
7. Supply and installation of ventilation, AC, domestic hot water and heating equipment.
8. Installation of standby generator and UPS (both novated to the contractor) and supply and installation of distribution equipment including containment and accessories.
9. Modification to the fire alarm system to incorporate a repeater panel and additional detection.
10. Decorations and floor finishes.
11. Supply and installation of a new kitchen facility.

**A.5 Instructions to Tenderers**

1. The Contractor shall complete and return the following:

## The Form of Tender

Tender Breakdown Sheet

Dayworks Schedule labour, materials and plant rates

These should be returned electronically by 12 noon on Friday the 11th September 2020. Tenders received after this time maybe disqualified.

1. The Contractor will in addition to the above sign the declaration and provide copies of their insurance certificates covering works within existing structures, all risks indemnifying the Purchaser against action or proceedings sustained for any reason whatsoever to the value of £5,000,000 aggregate amount, maximum excess £1,000.00.

c. The successful Contractor will be required to submit his current Health and Safety Policy and acknowledge that his operatives are fully conversant with the Purchaser’s requirements generally and any particular requirements of the Site.

d. The Purchaser does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept any Tender either in part or in its entirety and the right to deem the price for each part of the Tender as a separate Tender.

Where in the Purchaser’s opinion it is appropriate the Purchaser reserves to itself the right and power to award the Contract for the work or any part or parts of the work to more than one Tenderer concurrently and at the commencement or during the currency of the Contract (as the Purchaser deems appropriate) to award or allocate the work between those Contractors as the Purchaser sees fit.

e. Any section or associated documents included in this document not completed by the Tenderer shall be deemed ‘included elsewhere’.

No alteration shall be made to the Tender Documents unless as a consequence of an amendment letter. The Tender shall be deemed to comply entirely with the terms of the Tender Documents.

The Tenderer shall treat the details of the Tender Documents as private and confidential.

f. The Tenderer shall be held to have examined this document carefully and must notify the Contract Administrator of any discrepancies during the Tender period.

**A.6. Retentions**

Retentions shall be applied for the duration of the defect period, these shall be as follows:

Applications to practical completion 5%

2½% payable at practical completion

2½% retained for 6 months there from.

**SECTION B**

**SCOPE OF WORKS**

**Section B – Scope of Works**

**B.1 Introduction**

These works are to form the new Visitor Experience (VE) team rest area adjacent to a new control room and ancillary spaces comprising WC, kitchen, two offices, control room and rest space. The works include for the demolitions, construction and services but not the migration of control and security systems which will be by others.

B.1.1 The contractor will confine his operation to the workspace and the area immediately outside the space in the East car park and former shop store. The existing means of escape and lift lobby area shall not be compromised by the works or stored goods.

B.1.2 The contractor shall ensure that fire systems are isolated daily, all heads shall be protected during the works and reinstated at the end of the working day. All sprinkler heads shall be protected throughout the works.

B.1.3 The Contractor shall take particular care when isolating electrical circuits as the existing board feeds both levels of the museum in that corner. Prior planning and notifications must be made prior to the isolations. The Contractor shall allow for all works within his pricing including any out of hours working as may be required to isolate services and systems such as the hot water, first floor small power and lighting and adjacent space lighting.

B.1.4 The Museum has an induction and permit to work system which the Contractor must adhere to including hot works.

**B.2 Demolitions and Removals**

**B.2.1 Shop Store.**

The former museum shop was relocated to Hangar 1 and the vacated space sectioned off from the public area of hangar 3 by a 30 minute dividing wall with 2 sets of double doors. This space has become the shop store which is to be sorted and consolidated by others into half of the space adjacent to the Hangar 3 reception area. The eastern half of this space is to be repurposed to a temporary VE team rest area so as to improve their down time space conditions.

The demolitions for this space ahead of the separation will include:

* the removal of 50% of the ceiling system to facilitate access to the slab above. This includes light fittings. Care to be taken with unsupported cables.
* the removal of all column fitments and former storage shelving units back to structure. Identified shelving units to be returned to the Museum, others to be disposed;
* the removal of floor coverings.

All waste so generated shall be removed off site by the contractor.

**B.2.2 Control Room.**

The proposed new control room was formerly the shop store and offices. The stripping out will include:

* The removal of the kitchen complete leaving the drainage opening and isolated water supplies;
* The removal of the service boxing in the passage way, isolation of the former heating flow and return pipework and removal of the pipe tails from the service cupboard adjacent;
* The later removal of the water heater and replacement with new;
* The breaking through into the gents WC to form an opening in the new ambulant disabled WC.
* The breaking through from the control room desk area into the adjacent lobby to form a vision screen and service counter.
* Removal of soft floor coverings throughout;
* Removal of existing lighting equipment.

All waste so generated shall be removed off site by the contractor.

**B.3 Partitions.**

**B.3.1 Shop Store**

The space is to be sectioned off by way of a new partition running from the passage partition to the glazed frontage. The partition will be constructed from either 80mm treated softwood or pressed steel section and clad both sides with 12mm feather edge plasterboard from slab to soffit. The shop store side of the partition will be clad immediately to form the necessary physical barrier whilst services are run within the cavity before completing the boarding. The boarding will be taped and jointed to form a flat clean paintable finish. The rest areas space only will be decorated. The wall will be finished as a 30 minute fire rated partition and the Contractor shall ensure that the head and floor details are sealed with intumescent mastic to form smoke seals.

The detailing of the partition at the glazed end is to be agreed. The detail may include the sheeting out of the glazing mullions to form a bulkhead box which can be foam filled for acoustic and fire protection.

**B.3.2 Control Room**

The control room partitions are to be formed as shown of same construction above but fully finished on both sides. Each section is to have a door measuring 950mm wide complete with matching frame and rated to 30 minutes fire resistance. Both doors will eventually have access control complete with magnetic locks. The Contractor is to fit Britton door closers to each complete with lever latch euro furniture. Euro cylinders to be free issued pending suited units delivery.

The control room door shall be fitted with upper and lower georgian wired vision panels. Doors shall be paintable softwood finished as described. The desk area door shall be a solid blank.

The desk to control room section of partition is to have a 1 way vision screen fitted measuring 1.1m wide by 900 high and positioned centrally to the wall with the lower edge 1.25m above finished floor level.

The existing door and frame leading from the control room to the lift lobby shall be inspected and replaced if required to uprate to 30 minutes rating as necessary.

**B.4 WC construction**

The Contractor shallremove sufficient of the existing male WC service duct and cubicle bush-boarding to facilitate the construction of a dividing wall as shown. The Contractor shall also cut back common lighting services such that the remaining gents WC shall be self-contained. The Contractor shall remove two WC pans and urinals to make way for the construction. All open foul sewer connections shall be capped.

The wall shall be formed from timber stud lined with 12mm ply each side then clad in 12mm plasterboard. The contractor will allow for the integral running of services prior to boarding up. The partition will run the full width of the space from the structural control room wall to the exterior wall and shall be fire rated to 30 minutes.

The door shall be a 30 minute rated door and frame set with standard WC furniture and signage.

The Gents WC side of the partition shall be taped and jointed and decorated to match existing whilst the newly formed ambulant disable WC shall be tiled to full height with a suitable product (range and colour to be agreed).

The remaining gents WC wall panelling and cubicle bush-boarding shall be adapted and restored to form two WC cubicles. Two urinals shall remain fully functional. The contractor will allow for adaptation of the lighting to ensure a full and reasonable coverage of all spaces and complete with emergency 3 hour non-maintained coverage.

The new ambulant disabled WC shall be fitted out with basin, WC and supports complete to British **Standard BS 8300. The WC shall additionally have a Dyson Airblade hand dryer. Paper tower dispenser and soap dispenser to be free issued by the Museum and installed by the Contractor.**

**The Contractor shall supply and install a 150mm dia window mount extract fan which shall be powered from the room lighting circuit and have a 10 minute over-run timer.**

**Ceiling and other services described elsewhere.**

**B.5 Kitchen Works**

**The existing kitchen and services will be stripped out as described. The Contractor shall remove the existing window to the South and block up securely. The exterior shall receive 1 scratch and one finish coats of sand cement render to blend in with the existing exterior and shall be bonded and finished internally with plaster.**

**The Contractor shall break through the East wall as shown on the drawing and install a white framed UPVC window unit 1.2m wide by 1.1m high. The internal sill shall be formed of softwood and decorated. The external sill shall be a standard UPVC section. Opening edges and reveals shall be plaster finished whilst the exterior shall be sand cement render finish.**

**The floor is to be stripped, screeded as necessary and fitted with welded Altro non-slip vinyl, type and colour to be agreed. The open edges shall be coved and capped.**

**The new kitchen comprising base units, and two 600 module wall mount units, stainless sink with hot and cold chrome plated mixer and splash back tiling or white rock from the work surface to 450mm above.**

**Unfinished surfaces to be paint finished as described below.**

**The lighting is to be new as per drawing and all accessories to be from the MK standard white range flushed in to all surfaces with the exception of the surface mount lighting switch drop which can be surface fixed.**

**Trapped drainage and hot and cold water services to be reconnected in new plastic ware with local isolation to the water below the sink.**

**B.6 Finishes**

**B.6.1 Ceilings**

The contractor shall supply and install suspended ceilings as shown on the layout drawing to the VE rest area; control room and new WC. The Control room ceiling shall be 600mm square perforated grid permitting clear passage of extract air and not requiring modification of the smoke detection nor sprinkler system arrangements. The grid and tiles should be white in colour although it is accepted that availability of such systems may dictate the finished colour. The finished height to the underside shall be 2.7m from finished floor level.

The VE rest area and WC shall be fitted with a new Armstrong Dune suspended ceiling on 15mm grid. The VE rest area height shall be dictated by the reinstatement of sprinkler outlets in tiles and smoke detection.

The WC ceiling height shall be set at 2.7m above finished floor level.

All non 600x600 lighting within ceilings shall be supported by a 6mm ply backing board.

The remaining ceilings shall be washed down with sugar soap and decorated with two coats of matt white emulsion.

**B.6.2 Flooring**

The offices, control rooms, and VE rest area are to be stripped, screeded and finished with Burmatex Balance (colour to be determined) carpet treated to be anti-static. The Contractor shall supply two full boxes of spare tiles to be handed over at completion.

The kitchen flooring has been specified above, the Lobby area flooring shall be cleaned off and the existing retained.

The new WC shall be cleaned off and fitted with a welded Altro non-slip vinyl, colour to be agreed. The contractor shall allow for coving and capping of the internal edges mitred at the door opening.

**B.6.3 Walls and doors**

All walls where finishes are not specified shall be painted in the Johnstones Satin range, colour to be determined. The contractor shall allow for the removal of existing fitments and signage to be retained and reinstate same on completion.

All doors are to be prepared and receive one primer coat, two undercoat and one top coat in a contrasting Jonstones Satin, colour to be determined. All door furniture is to be removed prior to decoration and reinstated on completion.

The Contractor shall allow for the replacement of defective intumescent strips and fitments as found and agreed. Costs shall be met from the contingency.

**B.7 Electrical Services**

The Contractor will investigate and separate the lighting circuits to the former shop area, now the proposed shop store and VE rest spaces and separate the circuits and switch feeds allowing for new 2 way switching in the shop store and 2 way switching for the VE rest area. The shop store lighting fittings will remain as is.

The rest area lighting layout and specification of fittings is as shown on the layout drawing. Switching locations and emergency test switching are shown. All services run on existing building fabric shall be surface conduit and accessories.

The Museum will novate to the successful contractor the Generator and UPS system as purchased by the Museum from UPS systems plc under their quotation UPS817 and attached to this specification.

The generator will be sited as shown externally to the premises in the East car park with signal and power cabling running on the existing external tray installation to the control panel shown mounted in the passage externally to the control room. The panel shall be mounted at 1200mm above floor level to the underside and all cables shall be top entry. All openings made in the fire rated fabric shall be stopped to 30 minutes.

The UPS unit shall be mounted in the existing switchroom, position to suit the existing fuseboard and access access needs of the equipment for maintenance purposes. The isolation and bypass switching shall be similarly located in proximity.

The schematic shows the generator output feed running into the control panel with common output to the UPS. The spare power feed from the reception switchroom into the service cupboard will be used as the new essential supply. The essential supply will feed the entire control room services including the central AC unit. The contractor will supply and install an essential three phase distribution board in the control room from which all local circuits will be run. The existing consumer unit in the service cupboard will feed all other ancillary areas and services.

The generator output power board will have two separate output circuits available to feed the existing control room essential single phase board and the existing server room three phase board located on the West side of the building. Cables and connections to these boards shall be by others at a later date.

The Control room, offices and VE rest area workstation wall shall be fitted with three compartment white PVC trunking mounted at 1.25 above floor level all as shown on the electrical services layout drawing. The cabling to these sections shall be run in PVC surface conduit and fittings or suitable trunking and fittings containing singles. Power cabling above ceilings shall be run in trunking and data cables separately on basket tray or similar. The CAT 6 data cabling shall be run from the control room to the RJ45 outlets and labelled and terminated at the outlet end. The final position of the cabinet and router are to be agreed.

Equipment radial circuits and accessories shall be mounted at 1.2m above floor level and the final positions shall be agreed on site.

All accessories are to be labelled with their circuit origin.

The Contractor shall run all plant radial circuits to exterior positions as shown in SWA rated for the demand terminating in a weather proof isolator for local maintenance etc.

Lighting services shall be either run from the existing distribution board using existing conduits adapted for the new fitting locations or else all additional work to be surface PVC white conduit and fittings with singles. The contractor should not modify wiring circuits unless tested and safe to do so and shall warn of mixed cable colours at the origin.

The control room circuits shall be new and run either within the new partition works where practical and possible to do so and in surface conduit elsewhere. Fittings in suspended ceilings shall be fed from the surface conduit above by flex and plug in ceiling rose.

The control room lighting shall be Dali dimmable and have a suitable adjustable dimmer unit installed as shown for night operations. The contractor will allow for suitable training at handover.

**B.8 Mechanical Services**

**B.8.1 Water**

The contractor shall supply and install a Heatrae Sadia Megalife HE 150 water heater in the position shown. The Contractor shall isolate, drain and remove and dispose of the existing storage water heater, consolidate the pipework and move to walls so not in the space. The outflow services shall be reconnected. All pipework in the plant room shall be insulated with foil faced ridged section and taped at joints. All services with the exception of the open vent shall have a means of isolation and draining.

Hot and cold water services for the new ambulant disabled WC cistern and basin shall be picked up from the adjacent male WC service duct. Local isolation devices shall be fitted at each connection point. Pan soil and basin waste shall be connected into the common rail plugged off at the removal of the two WC’s.

Note: The water service in this location is gravity tank fed with the possible exception of the kitchen supply. The accessories and equipment supplied should be suitable for the appropriate service supply pressure.

**B.8.2 Heating**

The installed heating shall be electric powered as located and sized on the drawings using Dimplex PLX model heaters. These should be installed in accordance with the manufacturer’s instructions at around 250mm AFFL. The position of the electrical switched fused spur with neon feeding the heater will need to be agreed on site at an early stage.

The setting of the local timeclocks and thermostat shall be agreed and locked on site.

**B.8.3 Air conditioning**

The two offices, control room and front desk area shall all benefit from independent reverse cycle heat pump heating and cooling. The drawing shown the locations of both condensers and indoor evap units.

The wall mount unit shall be mounted at 150mm below the finished ceiling level and the control room cassette unit shall be suspended from the concrete ceiling on studs and finished so that the unit air flow is unimpeded across the entire range of louvre movement.

The room units shall each have a 2.5kW cooling capacity and the cassette unit a 6kW cooling capacity. Heating capacities shall be those prescribed by the manufacturer. The contractor shall be free to supply and install his chosen manufacturer but it shall be of reputable name equal to Mitsubishi or Daikin and approved by the Contract Administrator.

Each space shall be fitted with local controls having the full range of functions and these may be wireless remote or wall mount.

The units shall be either fitted with condensate pumps or gravity drained into the local kitchen waste of WC stack adjacent. All runs shall be fitted with accessible traps for maintenance purposes.

**B.8.4 Ventilation.**

The ventilation to the VE rest area shall be provided by movement, infiltration and general fabric leakage.

The new ambulant disabled WC is to have a 150mm diameter window mount extract fan installed powered from the lighting circuit having an integral 10-minute variable override timer.

The new control room and offices shall be served by way of a packaged VAM supply and extract unit by Daikin. This is to be mounted in the male WC off the soffit in a position were all maintenance functions can be provided. The Contractor shall allow for the relocation of lighting to suit the mounting.

All ductwork shall be spiral wound steel anodised with proprietary fittings throughout. No on-site fabrication of bends or tees will be permitted. All joints shall be foil taped after riveting.

The supply and extract ducts will run to the adjacent glazing and be finished with weather proof grilles or 90 degree bends with bird mesh capping.

Where the duct runs through fire compartment fabric, the Contractor shall supply and install a proprietary intumescent insert as shown. These should have minimal impedance to airflow in their normal condition. Hand hold doors should be installed adjacent to the intumescent inserts for periodic inspection.

The Contractor shall install line size volume control dampers in the positions shown and balance the VAM outflow to 25% to each office and 50% to the control room. The supply air spigot for the control room faces the ceiling cassette and is designed to be entrained with the return air circulation. The Contractor must ensure in the positioning of the duct that this is effective.

The office ducts shall be terminated with either an adjustable 100mm punkah type terminal or louvered grille.

**B.9 Fire Alarms.**

The drawing shows the position of a new fire alarm panel which should be a full repeater allowing access to the entire system. The proposal is to leave the existing control room panel in place and relocate the existing repeater located in the current H3 reception post room. This will need a full connection link into the fire system.

The drawings also show new detectors in the office lobby area and the new ambulant disable WC. These should be set to smoke detection. The Contractor shall engage ADT to amend the site graphic to show the additional heads and equipment and must price for the relocation of the graphical desk top interface as and when instructed by the operations team.

**B.10 Fire Shutter**

The Contractor shall supply and install a fire rated shutter at the new control desk window linked to drop at activation of the fire alarm. The shutter should be gravity close and powered to open and fail closed at power loss or activation.

The Contractor shall install a manual EPO button internal to the desk position to drop the shutter and also provide an override to avoid dropping during routine fire tests.

The shutter and frame should be of 30 minute rating.

**B.11 Commissioning, Manuals and Drawings.**

At completion of the works and within 4 weeks thereof, the Contractor shall provide a full set of operation and maintenance manuals in electronic PDF format. The manual shall contain the contact details of contractor and all manufacturers/suppliers. The technical information relating to all products used in the construction; warranty information; as installed drawings for all services and construction and certificates of electrical test, air volumes, refrigeration pipe test results.

The generator shall be commissioned by the manufacturer with appropriate certification included in the manual as with the UPS system.

The Contractor will allow for one half day’s instruction in all aspects of the generator function, UPS operation, fire equipment including the shutter.

**SECTION 2**

**CONDITIONS OF CONTRACT**



General Conditions of Contract

for Services or Minor Works

**1 Definitions**

1.1 The term 'Employer' shall mean the Trustees of the Royal Air Force Museum.

1.2 The term 'Contractor' shall mean the person, firm or company to whom the Purchase Order is issued.

1.3 The 'Works' shall mean all work to be undertaken, and materials to be supplied, by the Contractor in performance of the Contract.

1.4 'The Site' shall mean the location where the Works are to be performed.

1.5 The term 'Purchase Order' shall mean the Employer's Purchase Order which specifies that these conditions apply to it.

1.6 'The Contract' shall mean the contract between the Employer and the Contractor consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising the contract, they shall have precedence in the order herein listed in this clause 1.6.

1.7 'As specified' shall mean as specified in the contract documents or drawings.

1.8 'As approved' shall mean as approved in writing by the Employer's representative. Such approval does not relieve the contractor of any of his contractual responsibilities, e.g. for design and or suitability.

1.9 "working day" shall mean Monday to Friday with the exception of a Bank Holiday.

**2** **Inclusions in contract**

The Contract includes for all materials, labour, plant, equipment, transport, handling of materials and plant, tools and appliances and all other things necessary for the Works. Materials and/or plant will only be supplied and/or loaned by the employer where specifically stated in the Purchase Order or other contract documents provided by the employer.

**3** **Inspection of site**

The Contractor is deemed to have understood the nature and extent of the Works, and to have visited the Site and shall make no claim founded on his failure to do so. The Employer shall, on request of the Contractor, grant such access as may be reasonable for this purpose.

**4 Manner of carrying out the works**

4.1 The Contractor shall make no delivery nor commence work on Site before obtaining the Employer's consent.

4.2 Access to and possession of the Site shall not be exclusive to theContractor but only such as shall enable him to carry out the Works concurrently with the execution of work by others.

4.3 The Employer shall have the power at any time during the progress of the Works to order in writing:

(a) The removal from the Site of any materials which in the opinion of the Employer (which shall be final and binding) are not in accordance with the Contract.

(b) The substitution of proper and suitable materials.

(c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) of any work which, in respect of material or workmanship, is not in the opinion of the Employer (which shall be final and binding) in accordance with the Contract.

4.4 No work shall be laid in excavation and no work shall be covered or hidden until approved by the Employer.

**5 Completion date**

The date of completion of the Works or, in the case of a service being performed at regular intervals, the period of the Contract, shall be that specified in the Employer's Purchase Order unless otherwise agreed between the Employer and the Contractor.

**6 Terms of payment**

Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices, submitted monthly, for work completed to the satisfaction of the Employer.

Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

**A retention of 5% shall be applied during the course of the works with 2.5% released upon satisfactory completion. Final 2.5% retention shall be released upon completion of defects after a period of 6 months has elapsed.**

**7 Contractor's superintendence**

The Contractor shall have a competent supervisor on the Site and any instructions given to the said supervisor (written or oral) shall be deemed to be given to the Contractor.

**8 Assignment and sub-letting**

8.1 The Contractor shall not assign or sub-let any portion of the Contract without the prior written consent of the Employer. No sub-letting shall relieve the Contractor from the responsibility of the Contract or from active supervision of the Works during their progress.

8.2 Where the Employer has consented to the placing of sub-contracts, copies of each sub-order shall be sent by the Contractor to the Employer immediately it is issued.

**9 Variation in contract price**

Save as provided for under Sub-Clause 10.2 the contract price shall be a firm price unless otherwise agreed between the parties when the Purchase Order is placed.

**10 Variation of the works**

10.1 The Contractor shall not vary any of the Works or substitute any materials, except as directed in writing by the Employer.

10.2 The Employer reserves the right by notice in writing to modify the quality or quantity of the Works and any alteration to the Contract price arising by reason of such modification shall be agreed between the parties.

**11** **Payments to site labour**

11.1 The Contractor and his Sub-Contractor (if any) shall pay their respective employees on the Site the rates of wages, and observe hours and conditions of working, recognised by the National Agreements for the industries or trades applicable to the Contractor's work. In the absence of such Agreements the Contractor and his Sub-Contractors shall observe rates and conditions approved by the Employer.

11.2 Bonus and other payments outside those defined in 11.1 above shall only be made in accordance with principles agreed with the Employer.

11.3 Hours of working, including overtime, shall be agreed with the Employer.

11.4 Before the placing of the Contract, the Contractor shall have obtained for himself and his Sub-Contractors (if any) the approval of the Employer for the arrangements covered in 11.1, 11.2 and 11.3 above. The Contractor and his Sub-Contractors shall not introduce or commence to negotiate any changes in these arrangements without the written consent of the Employer. Notice shall be given to the Employer of the implementation of any National Awards affecting these arrangements.

11.5 The Contractor shall not offer employment to any person employed by the Employer or by other contractors employed by the Employer whilst work under the Contract is taking place.

**12 Statutory duties and safety**

12.1 The Works shall be carried out with the proper regard to safety and the Contractor shall observe and conform to all statutory enactments and regulations and any by-laws and/or regulations of local or other authorities applicable to the Works or generally to the Site where the Works are carried out, the cost of supplying and/or doing allthings required for the purpose being deemed to be included in the Contractprice. Any additional expenses reasonably incurred by the Contractor in conforming with any such statutory enactments, by-laws and regulations made subsequently to the Contractor's tender shall be added to the Contract price, provided that such additional expenses were not ascertainable at the date of tender.

12.2 The Contractor shall also observe through his staff and work people the Site Safety and Security Regulations (available on request) applicable to the Site where the Works are carried out. The Employer shall have the right to require the Contractor immediately on receipt of notice in writing to remove any of his employees on the Site who has:

(a) failed to comply with the Site Safety and Security Regulations, or

(b) in the opinion of the Employer misconducted himself, or been negligent or incompetent.

12.3 The Contractor shall be responsible for the suitability and safety of the equipment used by him and no equipment shall be used which may be unsuitable, unsafe or liable to cause damage. Without lessening the absolute responsibility of the Contractor in regard to such equipment the Employer shall have the right to inspect such equipment and if in the Employer's opinion (which shall be final and binding) it is unsuitablle it shall not be used on the Works, no extra time or payment being allowed to the Contractor for replacement.

**13** **Free issue materials**

Where the Employer for the purposes of the contract issues materials free of charge to the Contractor such materials shall be and remain the property of the Employer. The Contractor shall maintain all such materials in good order and conditionand shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Employer's discretion. Waste of such materials arising from bad workmanship or negligence of the Contractor shall be made good at the Contractor's expense. Without prejudice to any other of the rights of the Buyer, the Seller shall deliver up such materials whether further processed or not to the Buyer on demand.

**13A Information Provided by the Employer for Use by Others:**

Neither the RAF Museum, nor its Trustees or employees will be liable for any loss, damage or inconvenience arising from the use of the information contained on drawings or documents unless stated otherwise in writing. You should check any information before acting or relying upon it.

**14** **Indemnity**

The Contractor shall take every practicable precaution not to damage or injure any property or persons. The Contractor shall satisfy all claims founded on any such damage or injury which arise out of or in consequence of any operations under the Contract whether such claims are made by the Employer or by a third party against the Contractor or against the Employer, and the Contractor shall indemnify the Employer against all actions, demands, damages, costs, charges and expenses arising in connection therewith, provided, however, that nothing in this condition shall render the Contractor liable for any injury or damage resulting from any negligent act or omission of the Employer, his servants or agents, or any other contractor employed by the Employer and the Employer shall indemnify the Contractor against all demands and expenses arising in connection with any such damage or injury.

**15** **Insurances**

15.1 The Contractor shall have in force and shall require any Sub-Contractor to have in force:

(a) Employer's Liability Insurance and

1. Public Liability Insurance for such sum and range of cover as the Contractor deems to be appropriate but not less than £10,000,000 for any one accident unless otherwise agreed by the Employer in writing.
2. Contractor’s all risk insurance against loss or damage to the Works and Things for which the contractor is responsible under the terms of the contract for the full reinstatement thereof (including transit and off site risks) plus 15%.

All such insurances shall be extended to indemnify the Employer against any claim for which the Contractor or Sub-Contractor may be legally liable.

15.2 The Policy of Insurance shall be shown to the Employer whenever he requests together with satisfactory evidence of payment of premiums.

15.3 The Employer shall maintain Employer’s Liability and Public Liability Insurance in respect of his own liabilities.

**16** **Notification procedure**

The Contractor shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under the Employer's insurance and shall give all the information and assistance in respect thereof that the Employer's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the insurers to take proceedings in the name of the Contractor to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.

**17** **Patent rights**

The Contractor shall indemnify the Employer against all claims for royalties, damages, costs and expenses claimed or incurred as a result of the embodiment of any patented invention or design in the Works or the Contract. If, however, the subject of the patented invention or design is embodied in the Works or the Contract on the express instructions of the Employer, then the responsibility thereof shall rest with the Employer.

**18** **Contractor's conditions**

No conditions submitted or referred to by the Contractor when tendering shall form part of the Contract unless otherwise agreed to in writing by the Employer.

**19 Secrecy**

19.1 No photographs of any of the Employer’s equipment, installations or property shall be taken without the Employer'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-contract) all information given by the Employer in connection with the Contract or which becomes known to the Contractor through his performance of such work under the Contract.

19.2 The Contractor shall not mention the Employer's name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Employer's prior consent in writing

**20 Clearance of site on completion**

On completion of the Works the Contractor shall remove his plant, equipment and unused materials and shall clear away from the Site all rubbish arising out of the Works.

**21** **Loan of employer's plant and equipment**

(The inclusion of this condition does not imply that the Employer assumes any obligations to provide 'Loaned Plant', which means plant or equipment owned by the Employer and used by or on behalf of the Contractor by agreement.)

21.1 Where loaned plant is operated by a servant of the Employer:

(a) The Operator shall not become the servant of the Contractor but shall carry out with the Loaned Plant such work as he may be directed to do by the Contractor.

(b) The Contractor shall be liable for any damage to the loaned plant caused by misdirection or misuse of it due to negligence on the part of the Contractor, his servants or agents.

(c) The Employer shall be liable for any damage to the Loaned Plant caused by a defect in or faulty operation of the plant.

21.2 Where Loaned Plant is operated by a servant of the Contractor or an independent Contractor, the Contractor shall be liable for all damage to the Loaned Plant unless he can show that it was caused by a defect in the plant at the commencement of the loan and he shall be liable for any loss (including loss by theft) of the said plant.

21.3 The Employer shall have the right to withdraw Loaned Plant at any time and shall be under no liability whatever in connection with the Employer failing to lend plant at any time.

21.4 The Contractor shall satisfy himself that any Loaned Plant is suitablefor the purpose intended.

**22** **Contractor's default**

22.1 If the Contractor fails to carry out promptly any of the Employer's instructions, and fails within 5 working days of notice by the Employer drawing attention to such failure to take such steps as reasonably satisfy the Employer, the Employer may, without prejudice to any other of hisrights, carry out Works at the risk and expense of the Contractor,

22.2 If the Contractor commits a breach of the Contract and fails within 5 working days of notice by the Employer to take such steps as reasonably satisfy the Employer to rectify such breach, the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor. Thereupon, without prejudice to any other of his rights, the Employer may himself complete the Works or have it completed by a third party, using for that purpose (or making a fair and proper payment thereof) all materials, plant and equipment on the Site belonging to the Contractor, and the Employer shall not be liable to make any further payment to the Contractor until the Works have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from the Contract price (ascertained in accordance with the terms and conditions of the contract) any additional cost incurred by the Employer. If the total cost to the Employer exceeds the said Contract price, the difference shall be recoverable by the Employer from Contractor.

**23 Insolvency and bankruptcy**

If the Contractor becomes insolvent or bankrupt or (being a Company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for thepurposes of amalgamation or reconstruction) the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by noticeto the Contractor or any person in whom the Contract may have become vested.

**24** **Construction of contract**

The construction, validity and performance of the Contract shall be governed by the law of England.

“Terms5” --- Revised October 2010…13A added

**SECTION 3**

**FORMS TO BE COMPLETED**

**Notes to dayworks**

the daywork quantities are all provisional. There is no guarantee that they will not be decreased or increased or that any work will be ordered and paid for as Daywork.

A In the event of any work in connection with this Contract being ordered, in writing, to be executed as Daywork it shall be paid for at the rates stated by the Contractor in the Daywork Schedule.

B Labour costs shall be charged at the actual hours worked from the time of commencement of site to the time of completion of the work each day.

C In the event of overtime being ordered by the CA the Contractor shall be entitled to be paid at the rates quoted in the Daywork Schedule.

D These rates together with the percentage additions on materials and plant, shall include for all supervision and attendance as required, all travel costs, the use of the contractor's own tools (including power operated hand tools), consumable stores (i.e. materials not incorporated in the Work) the Contractor's profit, establishment charges, liabilities as Employer including Holiday with Pay contributions, insurances of every kind and any other liabilities and responsibilities.

E The Contractor shall be entitled to be paid for materials supplied on Daywork with the addition of the percentage quoted in the Daywork Schedule on the Prime Cost thereof to include profit and all other expenses. The amount to be treated as Prime Cost in respect of materials shall be net invoiced cost incurred by the Contractor.

F The Contractor shall be entitled to be paid for plant supplied on Daywork with the addition of the percentage quoted in the Daywork Schedule on the Prime Cost thereof to include profit and all other expenses. The amount to be treated as Prime Cost in respect of plant shall be net invoiced cost incurred by the Contractor.

G The rates and the percentages quoted will apply only to works ordered in writing, to be carried out as Daywork during the currency of the Contract whilst other operations are in progress.

**DAYWORKS SCHEDULE**

**(Labour, Materials & Plant)**

**(All Provisional)**

**Normal Working Hours Rate £ Total**

Electrical

1 Technician 20 hours

2. Mate 20 hours

Mechanical

3. Technician 20 hours

4 Mate 20 hours

Building and other.

5. Tradesman 20 hours

6. Labourer 20 hours

**Materials**

7. Include the Prime Cost sum of £,1,500

for the materials delivered to site used in

Daywork

£1,500

8. Add........% to item 5 for overheads

and profit and all other matters

**Plant**

9. Include the Prime Cost sum of £1,000

for the plant used for Daywork purposes £1,000

10. Add .......% to item 7 for overheads and

profit and all other matters

**Total carried to Main Summary £ .**

Demolition of existing and construction of new Control Room and VE temporary rest spaces.

RAF Museum London

DURATION: COMPLETION DATE – 12 October 2020.

SCHEDULE OF INSURANCE CERTIFICATES

To:

I/We hereby certificate

1. that the undermentioned insurance policies are held by:

(Name of Insured) .......................................................................................................

of ................................................................................................................................

Employer Liability Policy no: .......................................................................................

with .............................................................................................................................

Public Liability Policy no: .......................................................................................

with .............................................................................................................................

Motor Vehicle Policy no: .......................................................................................

with .............................................................................................................................

2. that the policies contain a Principal’s Clause which will indemnify the Purchaser in respect of claims which may arise in connection with the insured carrying out Services under a contract with the Purchaser.

3. that the indemnity provided by the Public Liability Policy is not less than £10,000,000 for any one claim with an unlimited number of claims in any one period of insurance.

4. that policy premiums have been paid and the policies are in force until:

|  |  |
| --- | --- |
| ……………………………………………….. | Employers Liability Policy |
| ……………………………………………….. | Public Liability Policy |
| ……………………………………………….. | Motor Vehicle Policy |

|  |  |
| --- | --- |
| Signed | ………………………………………………………… |
| For and on behalf of | ………………………………………………………… |
| Address | ………………………………………………………… |
|  | ………………………………………………………… |
| Date | ………………………………………………………… |

\* Name of Insurance Company to be inserted where the Certificate is signed by an Insurance Broker.

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND BE ACCOMPANIED BY CERTIFIED COPIES OF THE CERTIFICATE OF INSURANCE

**FORM OF TENDER**

To: RAF Museum, Grahame Park Way. London. NW9 5LL.

Re: Demolition of existing and construction of new Control Room and VE temporary rest spaces. RAF Museum London

.

Having examined the Conditions of Contract, within this document and subject to and in accordance with the terms and conditions contained or referred to therein I/We offer to execute all the Works described in the said documents during the period stated for the sum of £

(in words)

excluding VAT

I/We agree that any other term or condition of contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.

I/We certify that this is bona fide Tender, intended to be competitive and I/We have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I/We have not entered into any agreement which is registrable under governs or influences the terms of this tender to any other person before such date. In this for, the word ‘person’ includes any person and any body or association, corporate or incorporate and ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not.

Signed ................................................

Name (in printed capitals) ................................................

in the capacity of ................................................

duly authorised to sign tenders for and

on behalf of (in printed capitals)

Company ................................................

Address ................................................

................................................

................................................

Telephone No: ....................................Date .....................................

#### TENDER OPEN TO ACCEPTANCE FOR A PERIOD OF THREE MONTHS

Demolition of existing and construction of new Control Room and VE temporary rest spaces. RAF Museum London.

TENDER BREAKDOWN

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Tender Sum** |
|  | Preliminaries |  |
|  | Demolitions and removals |  |
|  | Partitions |  |
|  | WC Construction |  |
|  | Kitchen works |  |
|  | Finishes |  |
|  | Electrical works |  |
|  | Mechanical works |  |
|  | Fire Alarm |  |
|  | Fire Shutter |  |
|  | Commissioning |  |
|  | Dayworks brought forward. |  |
|  | Contingency |  |
|  | **Total carried Forward.** |  |