

Preambles for the External and Internal Redecoration at Nest Farm Crescent

The Works

The internal redecoration of Communal areas/entrances and stairwells to blocks of flats, and similar areas and communal rooms etc. within supported living (sheltered living) schemes and general needs properties that are all in the ownership of Greatwell Homes

General

The properties are located within the Borough of Wellingborough. The addresses are shown within the work section. The works are as the title description, internal redecoration of Communal areas/entrances and stairwells to blocks of flats, and similar areas and communal rooms etc. within supported living (sheltered living) schemes to properties that are all in the ownership of Greatwell Homes at addresses shown later within this document.

It is expected that the works will be practically completed and invoiced by the end of the financial year i.e. March 31st 2020.

Scope of works

The Works – The works are internal redecoration of Communal areas/entrances and stairwells to blocks of flats, and similar areas and communal rooms etc. within supported living (sheltered living) schemes to properties that are all in the ownership of Greatwell Homes at addresses shown later within this document.

Employer – Greatwell Homes.

Date of commencement – tbc

Completion – 31st March 2020.

Payment – Invoices to be submitted upon practical completion of each block of work, as signed off and notified by post inspection.

Retention – a retention of 5% will be held against any payment made to ensure snagging items are attended to. Minimum expectations to be agreed by both parties before works start.

VAT – Prices quoted within this document are **EXCLUDING VALUE ADDED TAX** but invoices should be presented including VAT.

Insurance and Liability of contractor – personal injury or death – the contractor shall indemnify the employer against any expense, liability or loss and claim whatsoever in respect of personal injury or death of any person arising out of or in course of or caused by the contractor carrying out or having carried out the works and is to provide and maintain adequate insurance provision in the sum of £2 million for any one occurrence or series of occurrences arising out of one event.

Liability of contractor – damage to property - the contractor shall be liable for and indemnify the employer against any expense, liability or loss, and claim for damage to any property real or personal where the damage arises out of the neglect or accident caused by the contractor carrying out or having carried out the works. The contractor shall take out and maintain adequate insurance for this provision.

Termination of the contract by employer – the employer reserves the right to terminate the contract by giving notice to the Contractor where the Contractor:

- Becomes insolvent or has a winding up order or a bankruptcy order made against him, or has appointed an administrator or receiver.
- Commits an offence under the Prevention of Corruption Acts 1889 to 1916, or any subsequent amendment to the Act
- Commits an offence whereby the Principal of the Contractor has received a custodial sentence: such as fraud, theft, assault or similar.

- Causes such that the reputation and name of Greatwell Homes is brought into disrepute.
- Continually fails and/or without reasonable cause to undertake the works satisfactorily and/or to a satisfactory standard

Visit the site

Intending contractors should visit the sites, obtaining prior authority from the Contract Administrator to obtain the necessary information so as to satisfy himself as to then following and allow accordingly. No claim will be allowed for any errors or omissions due to the Contractors failure to satisfy himself on site conditions, that should include (this list is not exhaustive).

- a) The extent and practicability of the works;
- b) General location of the buildings accessibility and working space available;
- c) Conditions which may prevail on and adjacent to the site during progress of the works;
- d) Facilities for storage of materials and plant and the location and access to ground space available for such storage;
- e) Any Police regulations with respect of access from the public highways

CONTRACTORS OBLIGATIONS

To undertake the works in a proper, safe and workmanlike manner, to the satisfaction of the employer.

PROGRAMME, LABOUR, WORKING HOURS

Site Management

Provide for all on and off site management costs.

Programme of Works

The Contractor will provide the Contract Administrator with a programme of works prior to commencement of the Contract.

Foreman,

The Contractor shall keep constantly on the works a competent person-in-charge.

Labour /Operatives

All labour shall be qualified to the relevant Approved Code of Practice, National Accreditation Certificate or equivalent recognised standard. The Contract Administrator may require proof of this prior to commencement of the works.

The contractor shall supply a copy of their company Safeguarding Policy, in the absence of their own they may adopt Greatwell Homes Safeguarding Policy.

Incompetent Operative

The Contractor shall, at the request of Greatwell Homes, immediately remove from the works any person employed by him who may, in the opinion of Greatwell Homes, be incompetent or misconduct him/herself and such person shall not again employed on the works without the permission of Greatwell Homes.

Uniforms and Identification

Operatives shall be suitably uniformed. The uniform shall have the contractor's logo/name in such a position whereby the operative can be identified as an employee of the contractor. All operatives are to carry means of photographic identification that may be dual branded with the logo of the employer and the contractor.

Working Hours

The working hours are between 8.00am through to 5.00 pm Monday through to Friday and can only be amended with prior approval from the employer.

MATERIALS/ PLANT /EQUIPMENT

Materials and Workmanship and Warranty

Every part of the work shall be executed as directed and in a workmanlike and substantial manner to the entire satisfaction of the Contract Administrator and all the

best materials used in the construction of the works shall be the best of their respective kinds, complying with the latest BS. Workmanship shall be carried out in accordance with the British Standard Code of Practice.

Any work carried out which is not to the satisfaction of the Contract Administrator shall be removed and re-done at the Contractor's expense.

Equipment & Materials

The Contractor is to find, provide and supply all equipment, plant, power and tools, tackle and/or appliances of any kind and every kind whatsoever, for the proper execution of the works.

Lighting and Power

Provide power for use on the works, pay all charges in connection therewith. Provide all temporary connections, leads, fittings, etc and clear away and make good on completion. Where tenant's electricity is used the Contractor shall carry out all negotiations with the tenant and pay all charges.

UNDERTAKING THE WORKS

Area of Operation

Provide for taking reasonable precautions to prevent workmen, including those employed by sub-contractors, from trespassing on adjoining property, or any part of the premises which are not affected by the works.

Notification of works completed

The contractor will by Monday 12 noon notify the employer of the areas and/or blocks of flats completed on the previous weeks programme. Where works are found to be defective the contractor shall return to site within 2 days to rectify.

Reporting defects

Report on the next working day, or immediately in the matter of an emergency the following (the list is not exhaustive):

- Any damage or repairs required that were noticed or were apparent whilst undertaken the works, that are required to be undertaken to allow the contractor to complete the works.

Reporting safety issues and concerns

Report on the next working day, or immediately in the matter of an emergency the following (the list is not exhaustive):

- safety concerns or issues
- potential anti-social issues ie rubbish left in communal areas of flats
- where the contractor sees and becomes concerned about the health, welfare and safety of a tenant/resident

All reports relating to individuals will be treated as confidential, as such the contractor, and contractors staff should not be deterred from bringing forward these concerns.

Keeping Clean

The Contractor must keep, and leave, the site clean and tidy at the end of the working day and on completion of the works to the satisfaction of the Contract Administrator.

Protection

The property will be occupied and in use continuously during the course of the contract.

The Contractor must give his best endeavour to ensure the tenants are inconvenienced as little as possible during the execution of the works.

Within the Supported Living Schemes, the residents and possibly many visitors to the scheme are elderly people; the contractor and his operatives must be aware of this and allow for accordingly.

The Contractor shall take all reasonable care and provide all necessary protection to prevent damage to tenant's possessions and shall make good any damage caused by The Contractor, Their Sub-Contractors or suppliers, at their own expense.

Clearance of Site and Storage of Materials

The Contractor must obtain written permission from the Contract Administrator before storing any materials on site.

All waste to be removed from the site by the Contractor and taken to a licensed tip. Prior to commencement of the Contract, the Contractor is to provide the Contract

Administrator with proof of registration or exemption under the Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991. Allowance should be made for the following:

- a. Provision of dust sheets and necessary protection.
- b. The clearance and reinstatement of the site on completion to the entire satisfaction of the Contract Administrator.

Health and Safety

Safety, Health and Welfare of Work People, and any necessary Compliance with the Construction (Design and Management) Regulations 2007 OR latest edition

- a. Provide for all costs incurred by complying with all Safety, Health and Welfare Regulations appertaining to all work people (including those employed by nominated Sub-Contractors) employed on the site. All staff employed on the work **must** have received adequate training. All plant shall be checked daily.
- b. Such accommodation as the Contractor is required to supply shall be cleared away on completion and the areas made good.
- c. The Employer's Safety Advisor shall have access to the works as a representative of the Contract Administrator. Any instruction, verbal or in writing, given to the Contractor by the Safety Advisor, shall be deemed to have been issued by the Contract Administrator.
- d. Should the Contractor fail to comply with such instruction the Safety Advisor shall have the authority to suspend the works until such time as he is satisfied of the Contractors satisfactory working. Any loss or expense suffered by any party caused by such suspension shall be borne by the Contractor.

- e. The Contractor shall (where he employs more than five persons) publish his own safety policy, a copy of which must be lodged with Greatwell Homes for approval prior to commencement of the works.
- f. The Contractor will be responsible for ensuring compliance, including compliance by any Sub-Contractors with the aforementioned safety policies and method statement.

Health and Safety Plan

- a. The Principal Contractor must develop and provide the Health and Safety Method Statement/Plan before work starts on site and kept up to date during the progress of the works making amendments as required and submitting such amendments to the Contract Administrator for approval. The Health and Safety Statement/Plan shall include and address the following items plus any other relevant points:
 - 1. Nature of the Project.
 - 2. The existing environment (existing services, surrounding land use, ground conditions, etc).
 - 3. Information on the significant risks which cannot be avoided ie: the occupants, visitors to the building, the property being occupied throughout the duration of the works.
 - 4. Materials to be used, (health hazards from materials which cannot be avoided). COSHH assessments required for any hazardous materials.
 - 5. Site-wide elements (positioning of site access or egress points, location of unloading, layout and storage areas, traffic routes, etc).
 - 6. Site rules (could include emergency procedures, permit-to-work rules, etc).

7. Continuous liaison with Client staff, i.e. Scheme Co-ordinators
8. Others of particular interest especial to the works.

ATTESTATION CLAUSE

We certify that to the best of our knowledge and belief, we have not in any respect followed either of the following practices condemned by the Monopolies and Restrictive Practices Commission, namely:

- (a) Communication to a person other than the person calling for tenders for the work, the amount of any proposed tender for such works in accord with any agreement or arrangement so to communicate;
- (b) Adjusting the amount of any proposed tender for the works in accordance with any agreement between the proposed tenderer and any other person other than the person calling for tenders for such works.

We have not given, offered or agreed to give, any gift inducement or consideration of any kind and we have not breached the Prevention of Corruptions Act 1889 to 1916 or given any fee or reward whose receipt is an offence under the Local Government Act 1972. We understand that any breach of the afore going entitles the Employer to cancel the contract and to recover any loss, expense or damage arising from such cancellation from the Contractor. We are fully aware that such breaches are also criminal offences punishable by imprisonment.

1. Are you aware of any close relationship such as a relative by blood or marriage or Civil Partnership [spouse, parent,

Yes No

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grandparent, child, grandchild, brother, sister, nephew, niece, uncle, aunt, including children and grandchildren born outside marriage] that exists between a Senior Officer of your business (or any employee that is likely to have a close involvement with this project should you be successful) and a Board Member and/or Senior Officer of Greatwell Homes (or any employee of Greatwell Homes that is likely to have a close involvement with this project)?



If Yes, please supply details:

Signed.....date

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