

**NORWICH BIOSCIENCE INSTITUTES  
FACILITIES DEPARTMENT**

**D Sang**  
Estates Operations Manager

**R Samworth**  
Project & Contracts Manager

**GENERAL CONDITIONS OF CONTRACT  
FOR MINOR WORKS  
AND MAINTENANCE SERVICES  
CARRIED OUT AT THE  
NORWICH BIOSCIENCE INSTITUTES**

**Issued by Facilities and Risk Management**

**June 2012**

**NBI Partnership Ltd  
Colney  
NORWICH  
NR4 7UH**

**Tel 01603 450000 Fax 01603 450045**

## GENERAL CONDITIONS OF CONTRACT FOR MINOR WORK AND MAINTENANCE SERVICES

### PART 1 – PRELIMINARIES

#### 1.01 DEFINITIONS

For the purpose of this document the following words shall have the meanings hereby assigned them.

- i. EMPLOYER shall mean **either** The *NBI Partnership Ltd (NBIP)*, Colney, Norwich, NR4 7UH, *The John Innes Centre (JIC)*, Colney, Norwich, NR4 7UH, the *Institute of Food Research (IFR)*, Colney, Norwich, NR4 7UA, *The Genome Analysis Centre (TGAC)*, Colney, Norwich, NR4 7UH or *The Sainsbury Laboratory (TSL)*, Colney, Norwich, NR4 7UH whichever is specified in the Purchase Order or letter of appointment for the Works.
- ii. CONTRACTOR shall mean the person, firm or company whose quotation for the Works has been accepted by the Employer.
- iii. PURCHASE ORDER shall mean the Employer's Purchase Agreement which specifies that these conditions apply to it.
- iv. 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.
- v. WORKS shall mean all work to be undertaken, and materials to be supplied, by the Contractor in performance of the Contract.
- vi. SITE shall mean the location where the Works are to be performed.
- vii. ENGINEER shall mean the Estates Operations Manager or the Project & Contracts Manager for the Norwich BioScience Institutes (NBI).
- viii. SUPERVISING OFFICER shall mean the Engineer or his nominee.
- ix. PERSON IN CHARGE shall mean the person appointed by the Contractor to be responsible for carrying out the Works.

#### 1.02 INCLUSIONS IN CONTRACT

The Contractor shall include for all labour, equipment, tools and appliances and all other items necessary to the proper completion of the Works.

### 1.03 CLARIFICATION AND SITE VISIT

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.

### 1.04 TENDER

The quotation shall be for a fixed price and no adjustments will be later allowed in respect of variations in the price of materials, wages, taxes, etc.

### 1.05 ACCEPTANCE OF QUOTATIONS

The Employer is not bound to accept the lower or any quotation and shall not be responsible for any expenses incurred by the Contractor in preparing the quotation.

## **GENERAL CONDITIONS OF CONTRACT FOR MINOR WORK AND MAINTENANCE SERVICES**

### **PART 2 - GENERAL CONDITIONS**

#### **2.01 ACCESS**

Access to and egress from the working area shall be by a route directed by the Supervising Officer

#### **2.02 ARBITRATION ACT 1996**

The Employer and the Contractor have a right to refer a dispute arising under the Contract for adjudication by an individual agreed by both parties. Any disputes arising between the Contractor and the Supervising Officer shall be referred to the Engineer.

#### **2.03 ASSIGNMENT AND SUBLETTING**

The Contractor shall not assign or sublet any portion of the Contract without the prior written consent of the Supervising Officer. No subletting shall relieve the Contractor of the responsibility of the Contract or from active supervision of the Works during their progress.

#### **2.04 CERTIFICATE OF PRACTICAL COMPLETION**

A Certificate of Practical Completion may be issued by the Employer when the Supervising Officer confirms that the Works have been handed over to the Employer in a satisfactory condition.

#### **2.05 COMPLIANCE WITH GENERAL CONDITIONS**

On the initial visit to site, the Person in Charge of the Works shall report to the John Innes Centre Main Reception to be introduced to the Supervising Officer who will explain the restrictions and requirements covered by this document. The Person in Charge shall be responsible for ensuring his fellow employees and subcontractors are aware of such restrictions and requirements, particularly those relating to health and safety matters.

#### **2.06 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2007**

The Contractor shall allow for all duties required under the Construction (Design and Management) Regulations 2007 and the Approved Code of Practice, if these are applicable to this Contract.

## 2.07 CONSTRUCTION INDUSTRY SCHEME (TAX)

The Employer is deemed to be a contractor for the purpose of the Construction Industry Scheme (Tax). Before any payments can be made under the Contract for this Works, the Employer shall require the Contractor to present evidence of his status e.g. the appropriate Registration Card or Tax Certificate (or Certifying Document) issued by the Inland Revenue.

## 2.08 CONTROL OF WORKS

The Contractor shall at all reasonable times keep upon the site a competent Person in Charge of the Works and any instructions given to him by the Supervising Officer shall be deemed to have been issued to the Contractor. No additional work shall be carried out by the Contractor without the prior consent of the Supervising Officer.

The appointed competent person shall monitor and implement relevant health and safety information, including when necessary, risk assessments, method statements, permits and all such information should be kept on file and readily available.

The appointed competent person shall also be deemed responsible for all sub-contractors employed by their company including their health and safety monitoring, making the necessary information available to them and keeping all their relevant information on file and readily available.

## 2.09 DEFECTS LIABILITY PERIOD

If specified as applicable on the Purchase Order, the Works shall be subject to a Defects Liability Period of twelve months following Practical Completion.

## 2.10 FIRE ALARM PROCEDURES

In the event of fire, the Fire Service can be summoned by operating the nearest fire call point (break-glass alarms) or by telephoning Reception (ext 333 at JIC, ext 2222 at IFR). When continuous fire alarm sounders are going off, everyone must leave the buildings by the nearest exit and go to one of the designated Emergency Assembly Points (see local notices).

## 2.11 FIRST AID

The Contractor shall provide appropriate first aid facilities for his employees and subcontractors. In an emergency, additional assistance may be sought from the Employer's First Aiders by telephoning ext 333 at JIC, or ext 2222 at IFR.

## 2.12 HOURS OF WORK

The Employers' normal working week is 08.00 to 17.30 hours, Monday to Thursday and 08.00 to 17.00 on Friday. The Contractor may carry out work outside these times only with the prior permission of the Supervising Officer.

## 2.13 INSOLVENCY AND BANKRUPTCY

If the Contractor becomes insolvent or bankrupt (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 the purposes of amalgamation or reconstruction) the Employer may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor or to any person in whom the Contract may have become vested.

## 2.14 INSURANCES

- a) The Contractor shall have in force and shall require any Sub-Contractor to have in force:
  - i) Employer's Liability Insurance
  - ii) Public Liability Insurance for such sums and range of cover as the Contractor deems to be appropriate but not less than £2,000,000 for any one claim or series of claims unless otherwise agreed by the Employer in writing.
- b) All such insurances shall be extended to indemnify the Employer against any claim for which the Contractor or Sub-Contractor may be legally liable.
- c) The Policy of Insurance together with satisfactory evidence of payment of premiums shall be shown to the Supervising Officer whenever he requests.
- d) The Employer shall maintain Employer's Liability and Public Liability Insurance or indemnity in respect of his own liabilities.

## 2.15 INTERFERENCE TO EMPLOYER

The Contractor shall take all reasonable precautions to avoid interference with the normal operation of the Site and shall ensure that all disruptions to services and obstructions to passageways are kept to a minimum. The use of radios, cassette players, iPods and the like is strictly prohibited.

## 2.16 LOSS AND DAMAGE

The Contractor shall take all reasonable precautions to prevent the loss of, or damage to, the Employers' property, materials and equipment and any such loss or damage caused by the Contractor shall be made good at his own expense and to the satisfaction of the Supervising Officer.

## 2.17 MATERIALS

All materials and goods supplied by the contractor shall comply with current British and European standards, where they exist, and shall be offered for the approval of the Supervising Officer. Any large materials or plant arriving which may cause disruption to the normal flow of traffic on site or require the road to be temporarily closed, must be agreed two weeks in advance with the Supervising Officer

## 2.18 ORDER OF WORK.

The order of work shall be in agreement with the Contractor and the Supervising Officer.

## 2.19 PARKING

Contractor's vehicles may be parked at their own risk in the main car park or contractor's car park, once a temporary car park permit has been obtained from reception.

## 2.20 PLANT, TOOLS AND SITE ACCOMMODATION

The Contractor shall provide all plant, tools, site accommodation and equipment necessary for the completion of the Works and shall maintain them in a safe condition.

## 2.21 PROGRAMME

When requested by the Supervising Officer, the Contractor shall prepare a fully detailed programme in accordance with which he proposes to execute the whole of the Works. The programme shall include Contractor's direct contract works and the works of all Sub Contractors.

## 2.22 PROHIBITED AREAS

Within both the Institute of Food Research and John Innes Centre sites there are areas containing hazardous substances and equipment. All hazard warning signs must be obeyed. Access to areas other than those mentioned in clauses 2.01, 2.19 and 2.35 is strictly prohibited.

## 2.23 PROTECTION OF LABORATORY EQUIPMENT & EXPERIMENTS

To avoid interference with, and damage to, delicate and sensitive laboratory equipment, the Contractor shall ensure that adequate precautions are taken to avoid the spread of dust and debris and that noise and vibration are kept to a minimum.

Externally the Contractor shall ensure that dust and debris is kept to a minimum and controlled. Where necessary the Contractor shall provide adequate debris netting to minimise the spread of dust across the Site.

## 2.24 RECORD DRAWINGS AND O&M MANUALS

Where appropriate, the Contractor shall provide the operating and maintenance instruction manuals for items of equipment supplied under this Contract. The maintenance and operating instructions are to be agreed in detail with the Supervising Officer

## 2.25 REMOVAL OF PERSONNEL FROM SITE

The Supervising Officer reserves the right to require the removal of any person from the site, but undertakes not to use the right unreasonably or in vexation.

## 2.26 RETENTIONS

If specified as applicable on the Purchase Order, a Retention sum of 5% of each application for interim payment will be retained, with 2.5% released on Practical Completion and the remaining 2.5% released on satisfactory completion of any defects at the end of the Defects Liability period.

## 2.27 RUBBISH

All rubbish and debris arising from the Works shall be cleared away regularly and removed from the site by the Contractor. Where specified, the contractor must demonstrate a suitable waste management and recycling policy. No burning of rubbish will be permitted on the Employer's property.

## 2.28 SITE SECURITY

The contractor must ensure that all operatives including sub-contractors, sign in and out at reception each day and carry a valid pass (worn on their persons at all times) whilst on site, unless alternative arrangements have been agreed prior to commencement of work with the Supervising Officer. They must also show their passes when using site facilities like canteens. If any contractors or sub-contractors



are working out of hours, they must sign in and out at reception in the out of hours register.

## 2.29 SITE TOILETS

Contractors engaged in working on minor works or small capital projects shall be allowed to use the site toilets, wash facilities and canteen by prior agreement with the Supervising Officer. When using the canteens on site they must not enter the facilities wearing or holding their hi-viz vests, hard hats, gloves or glasses. No contractor without a valid contractor's pass, which can be obtained from reception, may use these facilities. All contractors working on major projects around the site must provide their own welfare facilities as per the CDM regulations.

## 2.30 SMOKING

Smoking is not allowed within the Employer's buildings and glasshouses. Details of designated smoking areas can be obtained from the Supervising Officer.

## 2.31 STATUTORY DUTIES AND SAFETY

- a) The Works shall be carried out with the proper regard to health and safety. The Contractor shall observe and conform to all statutory enactments and regulations and all bylaws and/or regulations of any authorities applicable to the Works or generally to the Site where the Works are carried out. The cost of supplying and/or carrying out all things required for this purpose shall be deemed to be included in the Contract price.
- b) The Contractor shall assess the risk of his own hazardous work activities both to his own employees and to others (e.g. NBIP, JIC, IFR, TGAC or TSL staff and visitors) that may be affected by his work. The Contractor will act so as to minimise risks by a combination of safe working practices and equipment, warning signs, and Personal Protective Equipment (PPE) for his employees as appropriate.
- c) When the Contractor assesses that PPE (e.g. eye protection) or other safety equipment is appropriate, he shall provide such equipment for his employees at his own expense and ensure it is used.
- d) The Contractor shall ensure that his employees co-operate with all staff on health and safety matters. When working in shared areas with NBI staff (e.g. a laboratory or workshop) the Contractor's employees shall comply with local hazard warning signs and instructions including on the use of PPE and Permits to Work. This also includes the use of their own warning signs and barriers, informing, as far as reasonably practical, all staff of the works in that area.

- e) The Contractor will be required to provide copies of relevant risk assessments and health and safety method statements for significantly hazardous procedures when requested by the Employer.
- f) The Employer expects a high degree of HSW awareness, good practice and co-operation from all contractors on site at all times. The Contractor will be responsible for ensuring that their employees and others under his control comply with HSW procedures defined in their risk assessments and method statements.
- g) The Contractor is responsible for reporting all accidents and dangerous occurrences on site involving his employees to the Employer via the Supervising Officer. The responsibility for reporting such accidents and dangerous occurrences on site to HSE in order to comply with the RIDDOR Regulations rests with the Employer.
- h) The Contractor is responsible for ensuring that any subcontractors or suppliers they instruct are competent and made aware of the relevant HSW procedures on site. The Contractor is responsible for making sure that any machinery or plant brought onto site is properly selected, used and maintained, and that operators have been given suitable and sufficient training and instruction.
- i) The Employer will carry out periodic checks of HSW arrangements on site and raise any concerns immediately with the relevant contractors. This does not in any way absolve the Contractor from his responsibility for supervising his own employees correctly, but is intended as an additional measure to enhance the health and safety of everyone on site.
- j) Asbestos Containing Materials (ACM) exist in many site buildings. The Employer will bring known ACM to the attention of the Contractor before allowing work to start, and agree appropriate HSW arrangements. However, the Contractor is to exercise extreme caution when working in ducts, voids or on concealed structures which could not have been surveyed previously, and must report suspected ACM to the Employer before disturbing, removing, drilling or cutting.
- k) Alcohol and drugs – the consumption or abuse of recreational drugs, including alcohol, is not permitted in any circumstances and any individual found to be in contravention of these requirements will be removed from site.
- l) Hot works, live working – no hot works or live working shall be implemented on site without prior discussion, planning and the issuing of relevant permits by the Supervising Officer.

- m) As a general rule no HV sub stations will be entered without the relevant approved person being in agreement and in attendance.
- n) All contractors shall ensure that lone working is considered during risk assessments and appropriate safety systems are established to ensure health and safety of such employees.
- o) Any keys which may be required must be signed out and recorded with the Supervising Officer and returned each day. As keys are limited this will be controlled on a first come first served basis unless prior agreement has been arranged with the Supervising Officer.

## 2.32 TERMS OF PAYMENT

- a) If the Works extend beyond a period of more than six weeks, valuations may be carried out at monthly intervals, following which, within seven days, the Contractor may submit his application to the Engineer for approval.
- b) The Engineer shall notify the Contractor of his acceptance or rejection of the application within a further seven days.
- c) Approved claims for payment shall be submitted as instructed in the Purchase Order or letter of appointment, as an invoice, and shall include VAT where applicable.
- d) Approved invoices shall be authorised by the Engineer and paid by the Employer within thirty days (or a shorter period if previously agreed with the Supervising Officer).

## 2.33 VARIATIONS TO THE CONTRACT WORKS

- a) Variations will only be accepted by the Employer if the work has previously been agreed and confirmed in writing by the Engineer.
- b) The Contractor shall inform the Engineer, within seven days of the initial enquiry, where Variations result in additional cost or an extension of time,

## 2.34 WATER AND ELECTRICITY

The Employer shall make available a suitable water and electrical supply on the site for the use of the Contractor who shall provide and maintain in a safe condition all equipment necessary for it's use and distribution.

## 2.35 WORKING AREA

The Contractor shall agree with the Supervising Officer a reasonable working area

within which the Contractor shall confine all plant, tools, equipment and materials associated with the Works.

## 2.36 WORKMANSHIP

All work undertaken by the Contractor shall be of a high standard, carried out by skilled employees in accordance with good trade practices and shall comply with relevant regulations and be to the satisfaction of the Supervising Officer.

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**To be completed by the Contractor and returned to the Engineer or Supervising Officer prior to the commencement of work:**

I / we certify that I/we have read, understood and are in agreement with the general conditions of contract of works for the NBI sites.

**Signature:**

**Name:**

**Company:**

**Position:**

**Date:**