



## **MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

**RECONSTRUCTION OF NATURAL GRASS PITCHES**

**AT ROSEBURN PARK, MURRAYFIELD, EDINBURGH**

**SECTION A: INSTRUCTIONS TO TENDERERS  
CONDITIONS OF CONTRACT  
FORM OF TENDER**

**(TO BE COMPLETED AND RETURNED)**

**EMPLOYER**

**MURRAYFIELD WANDERERS RFC**

**CONSULTANT**

**PROFESSIONAL SPORTSTURF DESIGN Ltd.  
6 CROSSHILL DRIVE  
RUTHERGLEN  
GLASGOW  
G73 3QU**

**May 2020**

**MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

**ROSEBURN PARK, MURRAYFIELD, EDINBURGH  
RECONSTRUCTION OF NATURAL GRASS PITCHES**

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**INSTRUCTIONS TO TENDERERS**

**TENDER**

**GENERAL PARTICULARS**

**CONDITIONS OF CONTRACT**

**FORM OF TENDER (APPENDIX)**

**LIST OF DRAWINGS**

**SECTION 2 - SPECIFICATION OF WORKS**

**SECTION 3 - BILL OF QUANTITIES**

## **MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

### **ROSEBURN PARK, MURRAYFIELD, EDINBURGH RECONSTRUCTION OF NATURAL GRASS PITCHES**

#### **INSTRUCTIONS TO TENDERERS**

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1. The Contract does not include a price fluctuation clause, and the rates and prices will be fixed for the duration of the Contract.

2. The following documents should be completed and returned:

#### Section A

- (i) Contract Schedule
- (ii) Instructions to Tenderers
- (iii) Completed Tender
- (iv) Completed Certificate of Non-Collusive Tendering
- (v) General Particulars
- (vi) Conditions of Contract
- (vii) Completed Appendix to the Conditions of Contract
- (viii) Contractor's Details
- (ix) Contractor's Insurances
- (x) CIS Verification
- (xi) Registered Waste Carriers
- (xii) Proposed Sub-contractors
- (xiii) Source of Materials

#### Section C

- (xiv) Priced Bill of Quantities

3. The insurance requirements are detailed in Clause 10 of the Conditions of Contract. The Contractor will be required to provide proof to the Employers Representative that the required insurances have been obtained before starting work on the site.
4. Any queries that arise during the tender period must be submitted by email to Professional Sportsturf Design Ltd.
5. Tenders must be submitted strictly in accordance with the Contract Documents. Any amendments or qualifications made by the Contractor, without prior approval from the Employers Representative, may result in the tender being rejected.
6. The relevant Bills of Quantities submitted by all the tenderers will be checked by the Employers Representative before acceptance and he will rectify any errors of extension or summation or any palpable errors of rating which may be so discovered and the tender amount will be adjusted accordingly.
7. The Site may be visited during working hours on any day during the tender period. Arrangements for visiting the Site should be made with Professional Sportsturf Design Ltd.

8. All of the tender documents, together with the Drawings referred to in the Specification and General Conditions for Contract (whether set out herein or incorporated by reference), must be carefully perused by the tenderer before tenders are submitted, as the tendered prices will be deemed to cover all services, materials, duties, obligations, liabilities, responsibilities and contingencies, which are placed upon the Contract by any of such documents or drawings. The General Conditions incorporated by reference herein may be inspected by arrangement with Professional Sportsturf Design Ltd., 6 Crosshill Drive, Rutherglen, Glasgow, G73 3QU and copies can be obtained from The Director General and Secretary, The Institution of Civil Engineers, 1-7 Great George Street, London SW1P 3AA or of The Secretary, The Federation of Civil Engineering Contractors, Cowdray House, 6 Portugal Street, London WC2A 2HH
9. The tenderer must obtain for himself, on his own responsibility and at his own expense, all the information which may be necessary for the purpose of the preparation of a tender and entering into a Contract, and must examine the abovementioned documents, inspect and consider the site, the means of access thereto and egress therefrom and all the accommodation he may require, and the nature of the surface and subsoil, the levels and inclination of the site and ascertain the rights and interests which will, or may be interfered with by the construction, completion and maintenance of the works.
10. The tenderers must also satisfy themselves as to the sources of supply and sufficiency of different materials required for the construction, completion and maintenance of the works, and as to the provision of power and light for the works, and must examine and consider all other matters and all possible and probable contingencies, and all matters which may influence them in the preparation of their Tender.
11. Except where the Employers Representative shall, in writing, have removed a doubt or obscurity as aforesaid, neither the Employers Representative, nor any Agent, nor member of the Employer, nor any other person, has any authority to make any representations or explanation to persons tendering as to the meaning of the General Conditions, Specification, Bill of Quantities, Drawings, or other documents, or as to anything to be done or not to be done by the accepted person tendering for the Works, or as to these instructions, or as or fetter the judgement of discretion of the Employers Representative in the exercise by him of his powers and duties under the Contract.
12. The tenderer may make any investigation that he deems necessary to assist him in the preparation of his Tender and any information known to the Employers Representative regarding sub-surface and other conditions will be made available to him upon application. No guarantee, however, is given of the accuracy of this information and nothing will relieve the Contractor of his own undivided responsibility in the preparation of his tender, and the prices entered in the Bill of Quantities must cover him for all contingencies.
13. Tenderers are particularly requested to acquaint themselves thoroughly with the provisions of the Specification and Bill of Quantities, together with the Drawings, so that, in computing prices, error may not arise through lack of knowledge as to the conditions attaching to each description of work.
14. The Employer reserves the right to let the work, or omit any part therefore, as he

may think fit.

15. Each individual item in the Form of Tender, Appendix to the Conditions of Contract and in the Bill of Quantities shall, where appropriate, be completed by the Tenderer.
16. The prices in the Bill of Quantities for the various classes of work shall be deemed to bear a fair relation to each other and every item (other than prime cost and provisional items) shall be deemed to carry the same proportion of payment for general services and obligations, liabilities and contingencies, as any other item.
17. Where the price asked for in the Bill of Quantities is a lump sum, the Tenderer is to estimate and shall be deemed to have estimated, the quantity and/or extent of the works to be done and the obligations to be discharged in respect of the item to which the lump sum refers, and no sum other than the lump sum shall be paid to the tenderer in respect of such item.
18. The Tenderer, whether he shall have done so or not, shall be deemed to have fully inspected and satisfied himself as to the situation and character of the Works, and the nature of the ground to be excavated or filled, and as to any dislocations or faults in the ground, and as to the occurrence or absence of underground springs or water, the effect of working between tides where necessary and as to all other circumstances which might affect, hinder, obstruct, or prevent the execution of the Works, or any of them, or render the same more costly or more difficult, and he shall not be entitled to any allowance or concession by reason of any circumstances of which he has knowledge, or could reasonably have foreseen, other than the prices contained in the Bill of Quantities.
19. For convenience of the tenderer, certain General Items have been indicated in the Bill of Quantities, but they are not and do not purport to be either exhaustive or explanatory of all the obligations and duties of the tenderer and, in pricing the Bill of Quantities, the tenderer must cover himself and shall be deemed to have covered himself in the items which he has priced (whether he shall price every item or not) for:-
  - (a) All services, plant and materials which, according to the true intent and meaning of the Contract Documents, may be reasonably inferred as necessary for the carrying out, in a good and workmanlike manner, of the Works shown upon the Drawings and described in the Specification and the Bill of Quantities, whether expressly mentioned therein or not, and
  - (b) All the duties, obligations, liabilities and responsibilities which any of the Contract Documents place upon the tenderer in connection with or in relation to this Contract.
20. The Employer shall not be bound to accept the lowest or any offer and he reserves the right to open and retain the Contract Documents of any or all of the tenders submitted.

21. **Freedom of Information**

The Contract is subject to the requirements for disclosure under the Freedom of Information (Scotland) Act 2002.

22. **Law of Scotland**

The Contract shall be construed in all respects under and the rights of the parties governed in all respects by, the Law of Scotland.

23. **Return of Completed Tender**

All relevant tender documents shall be completed in full and submitted by email to:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**not later than 12.00 hours on XXXXXXXXXX 2020**

**MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

**ROSEBURN PARK, MURRAYFIELD, EDINBURGH  
RECONSTRUCTION OF NATURAL GRASS PITCHES**

**TENDER**

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TO: **MURRAYFIELD WANDERERS RFC**

Ladies and Gentlemen

I/We having examined the Contract Schedule and all the documents listed therein for the above Works offer to perform and complete the whole of the said Works in conformity with the said Contract Schedule and documents on a **firm price basis**, as ascertained in accordance with the Conditions of Contract, for the sum of

..... : )

**exclusive** of VAT chargeable to the Employer.

I/We undertake to complete and deliver the whole of the Works comprised in The Contract within the time stated in the Appendix to the Conditions of Contract.

I/We accept that if this tender is one of the three lowest submitted, the relevant Bills of Quantities will be checked by the Pitch Consultant (PC) before acceptance, that he will rectify any errors of extension or summation or any palpable errors of rating which may be so discovered and that the tender amount will be adjusted accordingly.

I/We hold a valid Gross Payment Certificate number \_\_\_\_\_ expiry date \_\_\_\_\_ issued by my/our Inspector of Taxes under the Income and Corporation Taxes Act 1988 and the Income Tax (Subcontractors in the Construction Industry)(Amendment) Regulations 1998 No 2622.

I/We have developed my/our response to the pre-Tender Health & Safety Plan and have returned the said document with my/our Tender.

I/We understand that in the event of this tender being accepted, I/We will be appointed by you as Principal Contractor for the purposes of the Construction (Design & Management) Regulations 2015 in respect of this project and in the event hereby accept appointment as Principal Contractor and confirm all costs regarding this duty have been incorporated within this tender.

If my/our tender is accepted:

I/We propose to place the Insurance for Public Liability in accordance with Clause 10.6 with

.....  
**(note:** tenderer to insert name of insurance company)

I/We have in force an annual insurance policy covering care of the Works to their full value with the

.....  
**(note:** tenderer to insert name of insurance company)

and a policy for our Public Liability to the value of £**5,000,000** for any one accident, and the number of accidents is unlimited with

.....  
**(note:** tenderer to insert name of insurance company)

I/We understand that Execution of the Contract shall be deemed to have taken place when a tender and a letter of acceptance have been exchanged between the parties.

I/We understand that the Employer shall not be bound to accept the lowest or any offer and reserves the right to open and retain the Contract Documents of any or all of the tenders submitted.

This tender remains open for consideration for a period of Ninety Days from the date fixed for lodgement of Tenders.

Dated this ..... day of ..... 2020

Name of Firm ..... Signature of Person Responsible for  
Submission of this Tender

.....  
Address ..... Position Held .....

.....  
Tel .....

Witness .....(signed) Full Name.....(printed)

Address..... Date.....

**Note:**

This Form of Tender together with the relative contract documents shall, as instructed, be completed and submitted by email to:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**not later than 12.00 hours on XXXXXXXXXX 2020**

**MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

**ROSEBURN PARK, MURRAYFIELD, EDINBURGH  
RECONSTRUCTION OF NATURAL GRASS PITCHES**

**CERTIFICATE OF BONA FIDE TENDER**

**TO: MURRAYFIELD WANDERERS RFC**

Ladies and Gentlemen

The essence of selective tendering is that the Employer shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that 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 persons. We also certify that we have not done, and we undertake that we will not do, at any time before the hour and date specified for the return of this tender, any of the following acts:-

- (a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate the word "person" includes any persons and any body or association, corporate or incorporate and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Date this ..... day of ..... 2020

Name of Firm .....

Address .....

.....  
Signature of Person Responsible  
for Submission of this Tender .....

Position Held .....

## **MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

### **ROSEBURN PARK, MURRAYFIELD, EDINBURGH**

### **RECONSTRUCTION OF NATURAL GRASS PITCHES**

#### **GENERAL PARTICULARS**

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##### **1. Description of Site**

The site of the works is Roseburn Park, Edinburgh, as shown on the Location Plan.

##### **2. Description of the Works**

The works shall generally involve:

- Cultivation of existing topsoil & trim to regulate levels
- Install drainage system
- Cultivate sand amelioration into surface & regulate levels
- Seed and fertilise to establish sward
- Install sand/gravel slit secondary drainage
- Ongoing establishment of sward.

##### **3. Site Access**

**Access to and from the site shall only be via the existing access road at Roseburn Crescent, Murrayfield, Edinburgh.**

**A full photographic dilapidation survey shall be taken at a mutually agreed time, to record of the condition of the access routes prior to any works commencing.**

All delivery of materials etc. and all carting away shall be by way of the sole means of access and the Contractor must ensure that the minimum disruption is caused to the occupants of the surrounding buildings, streets and thoroughfares and users of the adjoining all to the satisfaction of the Public Authorities. The Contractor shall provide, during the progress of the works, for efficiently watching during movement of all vehicles in connection with the Contractor's work at the point of access and for the efficient warning of the movement of such vehicles to members of the public.

##### **4. Limitation of Working Space**

The Contractor must confine his operations and, if applicable, those of his Sub-Contractors to the area of the works. He must cause the minimum amount of disturbance to the occupants of the buildings, streets, thoroughfares surrounding the site and users of the adjoining Public Open Space.

##### **5. Rights of Way**

The Contractor shall maintain, either on its original route or on an agreed alternative route, all rights of way relating to this contract. The Contractor shall take all steps necessary, including the use of signage, temporary fencing, etc., to ensure that the

public is kept separate from the works. Where a Contractor's temporary haul road crosses a right of way, adequate signing shall be erected to warn both the public and the Contractor's operatives of the potential danger. All signage, fencing, etc. shall be to the satisfaction of the Employers Representative.

6. Temporary Works

The Contractor will be held to have included in his tender for the provision and subsequent removal of all necessary temporary works i.e. temporary roadways, hoarding, fencing etc. he deems necessary for the proper execution of the works with particular regard to the protection of the general public, and protection of the area of the works.

Reinstatement of all disturbed areas to be to be satisfaction of the Employers Representative.

7. Control of Noise Pollution and Other Statutory Obligations

The Contractor must comply with all aspects with the Control of Pollution Act 1974 and the Control of Substances Hazardous to Health in the Construction Industry published by HMSO 2002. Noise limits during normal working hours must not exceed the continuous sound levels in Table Leq or 75db (A) measured within 1 metre of the nearest noise sensitive buildings comprising occupied houses.

8. Contract Drawings

A full list of the drawings used in the preparation of the Contract Documents is shown in the appropriate section of this document, and a copy of each is enclosed to assist the Contractor in the preparation of his offer.

9. Construction (Design & Management) Regulations 2015

The successful Contractor shall assume the role and responsibilities of the Principal Contractor as defined under the terms of the CDM Regulations 2015 and will develop the Health & Safety Plan to fulfil the terms of the CDM Regulations and to the satisfaction of the Employer.

## **MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

**ROSEBURN PARK, MURRAYFIELD, EDINBURGH**

**RECONSTRUCTION OF NATURAL GRASS PITCHES**

### **CONDITIONS OF CONTRACT**

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The above works shall be carried out and completed in accordance with the rights and duties of the Employer and the Contractor shall be regulated by:

The Institution of Civil Engineers Conditions of Contract and Forms of Tender, Agreement and Bond for use in connection with Works of Civil Engineering Construction, Sixth Edition (January 1991); approved by the Institution of Civil Engineers, the Association of Consulting Engineers and the Federation of Civil Engineering Contractors; incorporating the following additions, amendments and modifications:

Clause 2      Named Individual

**Deleted**      For the purposes of this contract, this clause shall be deleted.

Clause 23      Third Party Insurance

**Add 23(4)**      The Contractor must produce written confirmation from his Brokers or Insurers that appropriate cover has been taken out in accordance with the terms of this Clause prior to the Works Commencement Date.

Clause 30      Avoidance of Damage to Highways

**Add 30(4)**      If any damage or injury is occasioned to any highway or bridge for the maintenance and repair of which the Employer or any other party is responsible and such damage or injury is in the opinion of the Employers Representative due to any failure on the part of the Contractor to observe and perform his obligations under Sub Clause (2) and (2) of this Clause then the amount of the Employer's expenses in repairing such damage or injury certified by the Employers Representative to be due to such failure shall be paid by the Contractor to the Employer.

Clause 36      Materials and Workmanship

**Add 36(4)**      All materials referred to in the Specification are subject to the approval of the Employers Representative and all approved samples shall form the standard of quality for all such materials used in the Works. The Works shall be executed to the entire satisfaction of the Employers Representative, who shall have full power to examine the workmanship and materials employed and to reject and order the re-execution of any work which he may consider to be improper, defective or unsatisfactory, at the Contractors expense.

In cases where no particular Specification is given for any material or article to be used under the Contract, the relative British Standard or British Standard Code of Practice where one exists, shall apply.

Clause 51 Alterations, Additions and Omissions

**Add 51(5)** The Contractor shall not make alterations, additions to and omissions from the Works described in the Specification.

No alterations, additions or omissions shall be made without the written sanction of the Employer or his authorised representative.

Clause 60(3) Final Account

**Add** In the event of the failure by the Contractor to submit a statement of final account in accordance with the provisions of this clause, the Employers Representative shall prepare a statement of final account and submit it to the Contractor. Within 3 months after receipt of the final account the Contractor shall either intimate his agreement with the final account or shall give full details of the matters on which there is disagreement. If the Contractor shall fail to act within this 3 month period, the final account as prepared by the Employers Representative and submitted to the Contractor, shall be held to represent the full and final value of the work executed under the Contract.

Clause 61 (2) Unfulfilled Obligations

**Add** Except that the Employer shall not be liable to the Contractor for any additional payment for the Works arising out of or in connection with the Contract or the execution of the Works unless within 6 months after the giving of the Maintenance Certificate under this Clause the Contractor shall have made a claim in writing in respect thereof giving full and detailed particulars of the circumstances giving rise to the claim, of the amount of the claim and the manner in which such amount is calculated.

SPECIAL CONDITIONS

Clause 71 Contract Price Fluctuations

This Tender is to be prepared on a Firm Price Basis, as no claims arising from variation in the cost of materials or labour subsequent to the date of Tender shall be allowed.

The Tender Amount is to include for all costs and expenses incurred in connection with the National Health Insurance Act 1946 and any subsequent Acts thereof, or other Government legislation, also for travelling time, time lost through inclement weather, allowances for guaranteed work and all other costs and expenses which may be incurred relating to the execution of the Works, and no claim arising from variation in cost of such changes or allowances made subsequent to the date of the Tender shall be allowed.

Clause 72 Gifts, Inducements and Rewards

The Employer shall be entitled to cancel this Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to

the obtaining or execution of this Contract with the Employer, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Employer, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the Employer the Contractor or any person employed by him or acting on this behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916.

Clause 73 CDM Regulations

This contract will be governed by the requirements of the Construction (Design and Management) Regulations 2015.

Clause 74 Period of Acceptance

Tenderers shall be held bound by their Tender for a period of 90 days from the date fixed for lodging Tenders.

Clause 75 Precautions Against Pollution

In executing the Works the Contractor shall take all necessary precautions to secure the efficient protection of all rivers, streams, waterways, locks and the like against silting, erosion and pollution which may be likely to contaminate water supplies or cause injury to fish or plant life.

The Contractor shall notify the Employers Representative before constructing any temporary works which may interfere with the bed, banks or flow of any water course and shall notify the Employers Representative immediately after the removal of such works.

The Contractor shall fully comply with all regulations concerning the temporary discharge of effluents, whether consisting of run-off of surface or ground water from workings, or effluent from constructional or other plant or from offices, canteens, hostels or other establishments to any water course.

The Contractor shall during the execution of the Works and during the period of maintenance indemnify the Employer against all losses and claims resulting from pollution and discharge of effluent caused by his operations on site.

Clause 76 Special Requirements of Statutory Bodies and Public Boards

The Contractor shall comply with Special Requirements of all the Statutory Bodies and Public Boards having an interest in this site and its environs.

Compliance with such Special Requirements shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve him of his responsibility to comply with the said Special Requirements.

## **FORM OF TENDER (APPENDIX)**

(NOTE: Relevant Clause numbers are shown in brackets)

### **APPENDIX - PART 1 (to be completed prior to the invitation of Tenders)**

|     |   |  |                                 |
|-----|---|--|---------------------------------|
| 1.  | Name of the Employer (Clause 1(1)(a))   | <b>MURRAYFIELD WANDERERS RFC</b>           |                                 |
|     | Address   | <b>XXXXXXXXXXXXXXXXXXXXXX</b>              |                                 |
| 2.  | Name of the Employers Representative (Clause 1(1)(c))                         | <b>Professional Sportsturf Design Ltd.</b> |                                 |
|     | Address   | <b>6 Crosshill Drive, GLASGOW, G73 3QU</b> |                                 |
| 3.  | Defects Correction Period (Clause 1(1)(s))                                    | <b>52 Weeks</b>                            |                                 |
| 4.  | Number and type of copies of Drawings to be provided (Clause 6(1)(b))         | <b>PDF format</b>                          |                                 |
| 5.  | Contract Agreement (Clause 9)   | <b>Not Required</b>                        |                                 |
| 6.  | Performance Bond (Clause 10(1))   | <b>Not Required</b>                        |                                 |
|     | Amount of Bond (if required) to be  |  |                                 |
| 7.  | Minimum amount of third party insurance (persons and property) (Clause 23(3)) | <b>£5,000,000</b>                          |                                 |
|     |   | each and every occurrence                  |                                 |
| 8.  | Works Commencement Date (if known) (Clause 41(1)(a))                          | Within 2 weeks of appointment              |                                 |
| 9.  | Time for Completion (Clause 43) <sup>a</sup>                                  | EITHER for the whole of the Works          |                                 |
|     |   | Weeks                                      |                                 |
|     | OR for Sections of the Works (Clause 1(1)(u)) <sup>b</sup>                    |  |                                 |
|     | Section A ...Pitch Construction to seeding.....                               | <b>8 Weeks</b>                             |                                 |
|     | Section B ...Establishment of sward.....                                      | <b>10 Weeks</b>                            |                                 |
|     | Section C ...Sand/gravel slits.....   | <b>2 Weeks</b>                             |                                 |
|     | Section D ...Final establishment of sward.....                                | <b>10* Weeks</b>                           |                                 |
|     | <b>* Dependent on seasonal conditions</b>                                     |  |                                 |
|     | The Remainder of the Works  | ..... Weeks                                |                                 |
| 10. | Liquidated damages for delay (Clause 47)                                      |  |                                 |
|     |   | per day/week                               | limit of liability <sup>c</sup> |
|     | EITHER for the whole of the Works   | £ .....                                    | £ .....                         |
|     | OR for Section A (as above)   | £ .....                                    | £ .....                         |
|     | Section B (as above)  | £ .....                                    | £ .....                         |
|     | Section C (as above)  | £ .....                                    | £ .....                         |
|     | The Remainder of the Works  | £ .....                                    | £ .....                         |

|     |   |  |
|-----|---|--|
| 11. | Vesting of materials not on Site (Clause 54(1) and 60(1)(c)) (if required by the Employer) <sup>d</sup> |  |
| 1   | .....   | 4 .....  |
| 2   | .....   | 5 .....  |
| 3   | .....   | 6 .....  |
| 12. | Method of Measurement adopted in preparation of Bills of Quantities (Clause 57) <sup>c</sup> .....      |  |
|     |   | <b>Civil Engineering Standard Method of Measurement – 3<sup>rd</sup> Edition (CESMM 3)</b> |
| 13. | Percentage of the value of goods and materials to be included   |  |
|     | in Interim Certificates (Clause 60(2)(b))   | <b>80 %</b>  |
| 14. | Minimum amount of Interim Certificates (Clause 60(3))   | <b>£ 5,000</b>   |
| 15. | Rate of retention (recommended not to exceed 5%) (Clause 60(5))   | <b>5 %</b>   |
| 16. | Limit of retention (% of Tender Total) (Clause 60(5)) (Recommended not to exceed 3%)                    | <b>3 %</b>   |
| 17. | Bank whose Base Lending Rate is to be used (Clause 60(7))   | <b>Bank of Scotland</b>  |
| 18. | Requirement for prior approval by the Employer before the Employers Representative can act.             |  |

**DETAILS TO BE GIVEN AND CLAUSE NUMBER STATED (Clause 2(1)(b))<sup>f</sup>**

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

- <sup>a</sup> If not stated is to be completed by Contractor in Part 2 of the Appendix.
- <sup>b</sup> to be completed if required, with brief description, Where Sectional completion applies the item for “the Remainder of the Works” must be used to cover the balance of the Works if the Sections described do not in total comprise the whole of the Works.
- <sup>c</sup> Delete where not required.
- <sup>d</sup> (If used) Materials to which the Clauses apply must be listed in Part 1 (Employer’s option) or Part 2 (Contractor’s option)
- <sup>e</sup> Insert here any amendment or modification adopted if different from that stated in Clause 57.
- <sup>f</sup> If there is any requirement that the Employers Representative has to obtain prior approval from the Employer before he can act full particulars of such requirements must be set out above.

## **APPENDIX - PART 2 (to be completed by Contractor)**

1. Insurance Policy Excesses (Clause 25(2))

Insurance of the Works (Clause 21(1)) £ .....

Third party (property damage) (Clause 23(1)) £ .....

2. Time for Completion (Clause 43) (if not completed in Part 1 of the Appendix)

EITHER for the whole of the Works ..... weeks

OR for Sections of the Works (Clause 1(1)(u)) (as detailed in Part 1 of the Appendix)

Section A ..... weeks

Section B ..... weeks

Section C ..... weeks

Section D ..... weeks

The Remainder of the Works ..... weeks

3. Vesting of materials not on site (Clauses 54(1) and 60(1)©) (at the option of the Contractor – see <sup>d</sup> in Part 1)

1. ..... 4. .....

2. ..... 5. .....

3. ..... 6. .....

4. Percentage(s) for adjustment of PC sums (Clauses 59(2)© and 59(5)©) (with details if required)

.....  
.....

**MURRAYFIELD WANDERERS RUGBY FOOTBALL CLUB**

**ROSEBURN PARK, MURRAYFIELD, EDINBURGH  
RECONSTRUCTION OF NATURAL GRASS PITCHES**

**CONTRACTOR'S COMPANY DETAILS**

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The Contractor is required to specify details of his firm. Please state and tick box where appropriate:-

(a) Your Corporate Name (if you are a Limited Company)

OR

(b) Your Firm Name\* (if you are a Partnership)

OR

(c) Your Full Name (if you are a Sole Trader)

\*Where a Partnership is constituted in England, the name of one partner must be given in addition to the Firm Name.

**NOTE:** The above name must be the name given to HM Revenue & Customs.

When a contract is awarded verification of CIS tax status will be made.

Name (*either (a), (b) or (c)*) .....

CIS Tax Status (state Gross or Net).....

Please state (a) an address to which all payments may be made AND (b) the address of your Registered Office (in the case of a Limited Company)

Payment Address.....

.....  
Registered Office.....

.....  
Signature of Contractor .....

Date .....

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**CONTRACTOR'S INSURANCE**

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The Contractor must complete the following giving details of his Insurance Company and Policy:-

Name of Contractor's Insurance Company .....  
  
.....  
.....

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

Contractor's Policy No (Employer Liability) .....

Renewal Date  
.....

Contractor's Policy No (Public Liability) .....

Renewal Date  
.....

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**CONTRACTOR'S CIS VERIFICATION DETAILS**

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**Trading Name**  
**(as given to HM Revenue & Customs):.....**

**Individual or Company Unique Tax Reference (UTR):.....**

**Complete a), b) or c):-**

**a) If trading as a sole trader**

National Insurance Number (NINO) .....

**b) If trading as a Limited Company**

Company Registration Number (CRN) .....

**c) If trading as a Partnership**

Company Registration Number (CRN):.....  
(if trading as a limited company)

Partner's Names: 1) .....  
2) .....  
3) .....

Partner's UTRs: 1) .....  
2) .....  
3) .....

Partner's NINO: 1) .....  
2) .....  
3) .....

(if trading as individuals)

Signature of Contractor .....

Date .....

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**REGISTERED WASTE CARRIERS**

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**NAME(S) OF PROPOSED REGISTERED WASTE CARRIERS**

As from 1st April, 1992 as a result of the Environmental Protection Act, 1990 the generation and handling of waste is required to conform to the document "Waste Management, the Duty of Care, A Code of Practice" issued jointly by the Department of the Environment, the Scottish Office and the Welsh Office.

This legislation imposes an obligation on waste generators to effectively manage waste and prevent its illegal disposal.

The term "waste" refers to any materials to be disposed of as a result of construction work and includes excavations, materials from demolitions etc.

The Contractor must either be a registered waste carrier himself or employ the services of a registered waste carrier.

The Tenderer is required to insert, in the spaces provided below, details of his proposed registered waste carrier(s). The Contractor shall not substitute another registered waste carrier in place of one who has been approved without the further written consent of the Architect.

This page must not be left uncompleted. Endorsements such as "To be notified later if successful" will not be accepted. Should the Tenderer fail to comply with these instructions, then his tender may not be considered.

|                                      |          |
|--------------------------------------|----------|
| Name(s) of waste carriers            | 1)<br>2) |
| Address (es)                         | 1)<br>2) |
| Registration Number (s)              | 1)<br>2) |
| Local Authority with whom Registered | 1)<br>2) |

Signature of Tender \_\_\_\_\_

Date \_\_\_\_\_

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**SUB CONTRACTORS**

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The Contractor shall indicate the names and addresses of those firms to whom he proposes to sub-let any portion of the work included in his tender. Any other sub-contractor will not be utilised without the prior consent of the Pitch Consultant (PC).

The Employer reserves the right to reject any proposed Sub-Contractor.

| <b>Sub-Contractor<br/>Name and Address</b> | <b>Section of Work to be Sub-Contracted</b> |
|--|---|
|  |   |

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**SOURCES OF MATERIALS**

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The Contractor shall indicate the source of supply of materials proposed to be used in the construction of the permanent works. Any other source of supply of materials will not be utilised without the prior consent of the Pitch Consultant (PC). The Employer reserves the right to reject any proposed manufacturer or supplier.

| <b>Materials</b> | <b>Supplier</b> | <b>Manufacturer</b> |
|------------------|-----------------|---------------------|
|                  |                 |                     |

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**CONTRACT DRAWINGS**

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**LIST OF DRAWINGS**

| <b><u>Drawing No.</u></b> | <b><u>Drawing Title</u></b> |
|---------------------------|-----------------------------|
| MWRFC/101                 | LOCATION PLAN               |
| MWRFC/102                 | GENERAL LAYOUT              |
| MWRFC/103                 | PITCH CONSTRUCTION DETAIL   |
| MWRFC/104                 | DRAINAGE LAYOUT             |
| MWRFC/105                 | DRAINAGE DETAILS            |
| MWRFC/106                 | TOPOGRAPHIC SURVEY          |