

## **GB-Shrewsbury: DMNH 020 - Winterburn Bridge Reconstruction**

### Competitive Contract Notice

1. Title: GB-Shrewsbury: DMNH 020 - Winterburn Bridge Reconstruction
  2. Awarding Authority:  
Shropshire Council  
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom  
Tel. 01743 252992, Fax. 01743 253910, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), URL:  
[www.shropshire.gov.uk](http://www.shropshire.gov.uk)  
Contact: Procurement, Attn: Procurement
  3. Contract Type: Works  
Sub Type: Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities
  4. Description: Bridge construction work. Installation of a road closure and diversion route, removal of existing piped culvert, construction of a reinforced concrete box culvert, removal of existing bypass pipe, resurfacing and accommodation works.
  5. CPV Codes:  
45221110 - Bridge construction work.
  6. NUTS Codes :  
UKG22 - Shropshire CC
  7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,
  8. Reference Attributed by the Awarding Authority: DMNH 020
  9. Estimated Value of Requirement: Category H: 100K to 500K  
Currency: GBP
  10. Deadline for Expression of Interest: 20/12/2019 12:00:00
  11. Address to which they must be sent:  
Not Provided
  12. Other Information:  
Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.  
For more information about this opportunity, please visit the Delta eSourcing portal at:  
<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-DMNH-020---Winterburn-Bridge-Reconstruction/QJD78S3865>
- To respond to this opportunity, please click here:  
<https://www.delta-esourcing.com/respond/QJD78S3865>
- Suitable for VCO: Yes  
Procedure Type: OPEN  
Period of Work Start date: 03/02/2020  
Period of Work End date: 22/05/2020  
Is this a Framework Agreement?: no

# ***Winterburn Bridge Reconstruction***

## INSTRUCTIONS FOR TENDERING AND GUIDANCE NOTES FOR AN ECC OPTION B PRICED CONTRACT WITH BILL OF QUANTITIES

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## Part I: Instructions for Tendering

### PREAMBLE

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR WAY MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL.

1. These Instructions for Tendering relate to a contract for the construction, completion, testing, commissioning and maintenance of the following works: *Winterburn Bridge Reconstruction*. The Employer will be the **Shropshire Council** and all administrative functions will be performed by them at Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND and whose project manager for the contract is *Tim Rees Evans*.
2. The works will be carried out under terms and conditions of the Engineering and Construction Contract (ECC), Third Edition, published in June 2005 and amended in June 2006 and April 2013 by Thomas Telford Ltd, using Option B priced contract with bill of quantities. Tenderers must familiarise themselves with these conditions and any modifications or additions made by the Employer.
3. A list of documents provided with this invitation and a list of documents to be returned with the Tender, is provided in the Guidance Notes at the end of these Instructions.

### ECC FEATURES

4. Tenderers must be aware of the following:-
  - a. Programme: **tenderers are required to submit an outline programme**. The programme must include a broad outline as set out in clause 31.2 of ECC. It is required to enable the Employer to judge a tenderer's understanding and approach to the project and their ability to complete the works within the stated time using the methods and resources proposed. Any resultant award of contract will not imply acceptance of the programme;
  - b. Schedule of Cost Components: The shorter schedule will be used to value any compensation events arising during the contract. Tenderers must provide certain facts for this Schedule as required in Contract Data Part Two. That information will be used in evaluating the tender - see Annex A: Tender Assessment Sheet (Financial);  
**Tenders cannot be evaluated until all of the items are completed.**
  - c. Tenders should remain open for 3 months following the receipt of tenders.
  - d. Contract award date: a period of about 8 weeks will be allowed between award of contract (starting date) and the Access Date specified in Contract Data Part One as a mobilisation period;
  - e. Completion date: this date has been specified in Contract Data Part One. Tenderers must enter their own completion date for the whole of the works (and any sections thereof) in Contract Data Part Two. This may be the same date provided or an earlier date (if an earlier date that date will then become the Completion date) but no premium will be applied in tender evaluation for earlier completion dates. Tenderers must also calculate and enter appropriate quantities for any time related items in the preliminaries section of the bill of quantities;
  - f. Discrepancies: if any discrepancy arises between the priced bill of quantities and the tendered price, the tendered price will take priority;
  - g. Management functions: The Employer has retained WSP Ltd who will take on full responsibility for performing the management functions and duties of *Project Manager* and *Supervisor* as defined by ECC. The designated official for each job is as follows:-

  
*Supervisor*: WSP Limited Nominee

- h. Queries: any queries arising from the tender documents which may have a bearing on the offer should be raised with the *Employer* as soon as possible (preferably in writing) but in any case not later than 7 days prior to the date of return of tenders. The *Employer* will be ready to consider properly reasoned requests for an extension of the tender period;
- i. Adjudication: See Contract Data Part One and Option Y (UK)2 regarding Adjudication Procedure. Tenderers should indicate with their tender whether any of the proposed terms of appointment (at Annex B) are acceptable.
- j. Adjudicator: in the event of a dispute, an appointment will be made jointly by the *Employer* and the *Contractor*. If tenderers disagree with any of these proposals they must include their alternative proposals with their tender. Please note that the *Employer* and the *Contractor* shall each bear 50% of the costs of the Adjudicator.

Site Information: tenderers are provided with the following documents: -

- (a) Pre-Construction Information including -
    - Statutory Undertakers Plans
    - Geotechnical Interpretative Report
    - Ecology Information
    - Environmental Permit Application and conditions.
  - k. (b) Drawings as listed in Appendix 0/4
- Works Information: tenderers are provided with the following documents:-
- (a) The Preamble to the Specification
  - (b) The Specification
  - l. (c) The Drawings as listed in the Appendices to the Specification
  - m. Site Surveys: Tenderers' attention is drawn to clause 60.2 of ECC. Tenderers may make their own arrangement to carry out additional surveys. Prior notice must be sought from the *Employer* for such surveys.
  - n. Additional clauses: tenderers' attention is drawn to the additional "Z" clauses which have been added to ECC and are set out in Contract Data Part One.
  - o. Unit rates: these must be quoted in pounds and pence, as appropriate, to two decimal places. The terms 'nil' and 'included' are not to be used but should be indicated as '£0'. Figures must be inserted against each item or activity - credit values in favour of the *Employer* must not be used.  
If necessary, the *Employer* may contact a tenderer whose tender has required arithmetical adjustment.
  - p. Not Used
  - q. Not Used

## GENERAL REQUIREMENTS

- 5. Certification. Tenderers must satisfy themselves prior to submission of their tender that the following certificates are available as appropriate in relation to the work, goods and materials offered:-
  - (i) certificates of conformity with quality management schemes;
  - (ii) certificates of conformity with product certification schemes (where the product is not marked);
  - (iii) British Board of Agrément Roads and Bridges Certificates;
  - (iv) manufacturers' and suppliers' test certificates.

6. Special Requirements: tenderers should note the special requirements of statutory/privatised bodies as set out in Appendix D to Contract Data Part One. It may be necessary when arranging insurance cover required by clause 84 of ECC to let insurers know of these special requirements.

7. Pollution: tenderers should note any special arrangements in the Specification for disposal of hazardous material. Tenderers should also note the need to comply at their own expense with the duty of care applicable to the carrying, importing, treating, keeping and disposing of waste (including toxic or hazardous waste) as required by the Environmental Protection Act 1990 and any other relevant environmental legislation. If a waste management license or authorisation is required from the Environment Agency responsibility for obtaining it falls to the *Contractor*.

8. Invitation to Tender

The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.

The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

9. Confidentiality

The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.

All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

The contents of this Invitation to Tender are being made available by the Council on condition that:

- Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- Tenderers shall not undertake any publicity activity within any section of the media.
- Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
  - this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
  - the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

- the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- the Tenderer is legally required to make such a disclosure.

The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10. Form of Tender: tenders must be made on the accompanying Form of Tender which must be signed by, or on behalf of, the tenderer and returned together with all the information requested in Part II of this document. The completed documentation must be submitted to the address and by the date and time stated below. No unauthorised alteration or addition should be made to any component of the tender documents. The Tenderer's attention is drawn to the date and time for receipt of tenders and that no submission received after closing time will be considered.

11. Tender Preparation and Costs

It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

12. Accuracy and Ambiguities

It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

13. Warranty

The Tenderer warrants that all the information given in their Tender is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

14. Qualified tenders: tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted without qualification and strictly in accordance with the tender document as issued (or subsequently amended by the *Employer*) will be accepted for consideration. The *Employer's* decision on whether or not a tender is acceptable will be final and the tenderer will not be consulted. Qualified tenders will be excluded from further consideration and the tenderer notified.

15. Publication and Transparency: tenderers must note that the amount of the successful tender and the name of the tenderer will be published.
- Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.
16. E-Procurement
- As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.
17. Payment: tenderers must note that the principles governing public procurement require that as far as is reasonably possible payments for goods, works or services are made after delivery. Any indication of advance pricing within a tender will be examined to decide whether a tender in such form is acceptable. If the *Employer* considers that advance pricing has occurred it reserves the right to require the tenderer to spread such pricing over the duration of the *works*.
18. Tender acceptance: the *Employer* does not bind himself to accept the lowest or any tender.
19. Insurance: details of insurance policies held or proposed meeting requirements stated in the Insurance Table within clause 84 of ECC must be submitted with tenders for the *Employer's* approval.
20. Claims within excess: tenderers must include with their tenders a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.
21. Insurance queries: should be raised in writing with the *Employer* at the earliest opportunity but in any event 14 days before return of the tender. Tenderers should note that failure to submit required insurance details will delay consideration of their tender by the *Employer*. A contract will not be awarded to a tenderer until their existing or proposed insurances have been verified.
22. Access to private land: arrangements for inspection of the Site which involve access to land not owned by the *Employer* must be made through the *Project Manager* to enable him to make initial contact with land owners. Responsibility for obtaining permission to enter such land and liability for any damage or disturbance caused whilst on such land rests with the tenderer. Such permission cannot be guaranteed in advance. Whilst on private land care must be taken by tenderers to minimise disturbance to occupiers.
23. Public information: tenderers should note requirements in the Works Information for the erection of information boards to advise the travelling public on the progress of the *works*.
24. CDM: the attention of tenderers is drawn to the Construction (Design and Management) Regulations 2015. It is proposed to formally appoint the successful tenderer as Principal Contractor under the Regulations at the time of contract award. Tenderers must therefore be able to satisfy the *Employer* (*Referred to as The Client under the CDM Regulations*), that they have sufficient skill, experience and knowledge, and have made available adequate resources for health and safety as set out at Annex C.
25. Pre-Construction Information (PCI): an outline plan is in Annex D. If tenderers wish to make any revisions to it the agreement of the Principal Designer should be sought in writing, directed through the *Employer*, prior to the return of the tender. The successful tenderer, in his role as Principal Contractor, will be required to develop the Construction Phase Plan (CPP) in accordance with the requirements of the CDM Regulations and co-operate with the Principal Designer and *Employer* to enable them to fulfil their duties under the Regulations.
26. Principal Contractor: tenderers shall include a written undertaking that if awarded the contract they will be willing to accept a) the appointment of Principal Contractor, b) the duties thereof in accordance with the CDM Regulations, c) confirm that the Construction Phase Plan will be submitted

electronically strictly in accordance with the Construction (Design and Management) Regulations 2015 Guidance Document L153 Appendix 3.

27. Considerate Constructor's Scheme: the successful tenderer will be required to register the site under the Considerate Constructor's Scheme. Tenderers must allow all costs for registering the site, including the appropriate fee and for using best endeavours to comply with the Scheme's Code of Considerate Practice. The cost of this scheme is deemed to be included in the tender and no additional costs will be met by the Employer. For details apply to Construction Industry Board's Considerate Constructor's Scheme, PO Box 75, Great Amwell, Ware SG12 9JY. Tel/fax: 0800 783 1423 email - [enquiries@ccscheme.org.uk](mailto:enquiries@ccscheme.org.uk)

## ALTERNATIVE DESIGNS

28. Alternative tender: where a tenderer wishes to submit a tender involving modifications to design or an alternative design not specifically provided for in the tender invitation, this should be submitted as an "Alternative Tender". No alternative tender shall be submitted unless a tender conforming to the tender invitation is also submitted. An alternative tender must be free of qualifications and be fully priced to show clearly how and where costs would differ from the conforming tender.
29. Submission Procedure: An alternative tender must be accompanied by all necessary supporting information including drawings and a priced addendum to the bill of quantities. Materials, workmanship and design of alternative proposals must comply with the most current Design Manual for Roads and Bridges and the Specification for Highway Works, which are all published by the Stationery Office. An alternative tender will be assessed on its merits. If accepted, the alternative design will become the design for the purpose of the contract and the *Employer* will take on full copyright responsibility.
30. Assessment: A decision to adopt an alternative design will be based on the likely cost savings of the proposals. In assessing the overall saving, account will be taken of the effect of any deferment in starting and completion dates of the project and the cost to the *Employer* of maintenance, additional engineering and administrative resources involved in assessing the alternative design and in implementing it through to completion of contract.

## TENDER EVALUATION AND SUBMISSION

31. Financial submission: This must include the following:
- (i) the completed Form of Tender, Contract Data Part Two and Tender Assessment Sheet (Financial);
  - (ii) the tendered bill of quantities;
  - (iii) all other information required to be submitted at the tender stage.



## 32. Tender Evaluation

### **Tender Clarification**

The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

### **Tender Assessment**

The tender will be assessed on price only (See Paragraph 33), however Tenderers will initially be required to demonstrate their competence/ suitability in the following sections -

- **Section A - Health and Safety**

- CDM<sup>2015</sup> – willingness to accept the role of Principal Contractor (Paragraph 26)
- CHAS Certification, Equivalent Approved scheme certification or completed Health and Safety Questionnaire (Annex C)
- Accident Record (RIDDOR) (Annex C – Appendix A)

Failure to provide any of the requested information or an unacceptable response shall result in a **FAIL** score for Section A.

- **Section B – Financial Standing and Insurance**

- Proven financial standing (Annex G)
- Adequate Insurance Cover (Conditions of Contract)

Failure to comply with any of the requirements listed or an unacceptable response will result in a **FAIL** score for Section B.

- **Section C - Equality**

- Compliance with Equality and Environmental legislation (Annex H)

Failure to provide any of the requested information or an unacceptable response shall result in a **FAIL** score for Section C.

- **Section D - Experience**

- Reference Projects/ Contracts demonstrating ability to provide the construction works described by answering both questions in Annex I.

The responses will be scored out of 10 using the scoring criteria below, any individual score of 6 or less will result in a **FAIL** score for Section D, a score of 6 or above for both questions will result in a **PASS** score for Section D.

Score	Interpretation
10	Excellent. A response which addresses all the issues involved in considerable detail and inspires full confidence that the aspirations of the client are very well understood and are likely to be exceeded.
9	A response which is better than a score of 8 but falls short of a score of 10.
8	Good. A response which addresses all of the issues involved in significant detail with the exception of a few minor issues which have only been addressed to an

	acceptable level. It also demonstrates a good understanding of the aspirations of the client and gives reason to believe that some aspirations may be exceeded.
7	A response which is better than a score of 6 but falls short of a score of 8.
6	Acceptable. A response which is sufficiently detailed to adequately address the issues involved and which demonstrates that the contractor understands the aspirations of the client and that it is reasonable to believe that they will be delivered.
5	A response which is better than a score of 4 but falls short of a score of 6.
4	Minor Reservations. A response which, although detailed, fails to address a critical issue. A response which marginally fails to demonstrate that the contractor fully understands the aspirations of the client or gives reason to believe that they may not be fully delivered.
3	A response which is better than a score of 2 but falls short of a score of 4
2	Serious Reservations. A response which is lacking in detail and fails to address many critical issues. A response which falls well short of demonstrating that the contractor understands the aspirations of the client or gives reason to believe that they will not be delivered.
1	A response which is better than a score of 0 but falls short of a score of 2.
0	Unacceptable. A very poor response which is considerably lacking in detail and fails to address most critical issues. A response which gives good reason to believe that the contractor is unaware of the client's aspirations or gives very good reason to believe that they will not be delivered.

#### Evaluation of Sections A to D

A **FAIL** score to any of the above Sections A to D shall result in the rejection of your tender.

A **PASS** score to all the above Sections A to D shall result in your tender being assessed in respect of financial scoring, in accordance with Paragraph 33 below. Tender assessment will be based on price only.

The Employer reserves the right not consider the financial submission of any tenders it considers does not comply with the above competence/ suitability requirements.

33. Financial scoring: The initial financial ranking basis of compliant tenders will be based on the tendered price, adjusted in accordance with Annex A.

34. Returning Tenders

#### Tender Response Document

Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

- The deadline for returning tenders is **Midday on Friday 20<sup>th</sup> December 2019**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
- Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

## Part II: Guidance Notes to Tenderers

35. Project Manager and Supervisor roles: neither of these two officers acts impartially but are both appointed by, and represent the direct interests of, the Employer. The Supervisor is normally resident on Site with the main duty of examining and checking workmanship to ensure that requirements of the contract are being met. The Project Manager is responsible for managing the contract and for protecting the direct interests of the Employer. He is not normally resident on Site but will make regular and frequent visits. Both the Project Manager and Supervisor are empowered to carry out actions and make decisions required under ECC.
36. List of documents with Invitation to Tender: the following is a list of documents included with this invitation:
1. Instructions for Tendering and Guidance Notes;
  2. Form of Tender
  3. Contract Data Parts One and Two, together with Appendices
  4. Works Information, including:
    - Specification
    - Drawings
  5. Site Information, including information as listed in paragraph 4j of IFT
  6. Bill of Quantities
37. Documents to be returned with tender: the following is a summary of information that **must** be submitted with the tender:-
- Documents required for Initial Competence/ Suitability Assessments**
- i) CHAS Certification, Equivalent Approved Scheme Certification or completed Health and Safety Questionnaire (Annex C).
  - ii) Company Accident Record (Annex C – Appendix A).
  - iii) A brief summary of your annual turnover in the last 3 years (Annex G).
  - iv) A completed Equality and Environmental Management Questionnaire (Annex H)
  - v) A completed 'Proven Track Record' Questionnaire (Annex I)
- Documents required for Financial Assessment**
- vi) Completed Form of Tender
  - vii) Tendered bill of quantities and Tender Assessment Sheet (Financial).
  - viii) Completed Contract Data Part Two with outline programme in accordance with Appendix 1/13.
  - ix) Written confirmation that proposed nominations for adjudicator and terms of appointment are acceptable. If they are not, set out alternative proposals.
  - x) Written undertaking stating willingness if awarded the contract to accept the appointment and duties of Principal Contractor as stated in Paragraph 26.
  - xi) Details of the tenderer's insurance policies including a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.
  - xii) If an Alternative Design (either partial or whole) is being submitted include the following additional information:
    - (a) Revised plans, drawings and documentation
    - (b) Schedule of changes from the original design.

- (d) Report on the Environmental Impact of the alternative design, including mitigation measures.
  - (e) A fully priced extension to bill of quantities
  - (f) A statement setting out the cost savings
  - (g) A statement on how the outline Pre-construction information would change resulting from the alternative design.
  - (h) The following completed forms (obtainable from the *Project Manager*):  
Approval in Principle forms for each alternative structure  
Addendum Approval in Principle Forms  
Stage 1 Safety Audit Certificate.
- xiii) HM Revenue and Customs new Construction Industry Scheme contractor registration details for verification, namely –
- Company Unique Tax Reference (UTR);
  - Company Name;
  - Company Trading Name;
  - Company Registration Number.

## TAX AND NATIONAL INSURANCE CONTRIBUTIONS

38. Construction Industry Scheme Regulations: the specified work will be a construction operation as defined in the Inland Revenue's Construction Industry Scheme Regulations.

The Contractor must provide HM Revenue and Customs new Construction Industry Scheme contractor registration details for verification, namely –

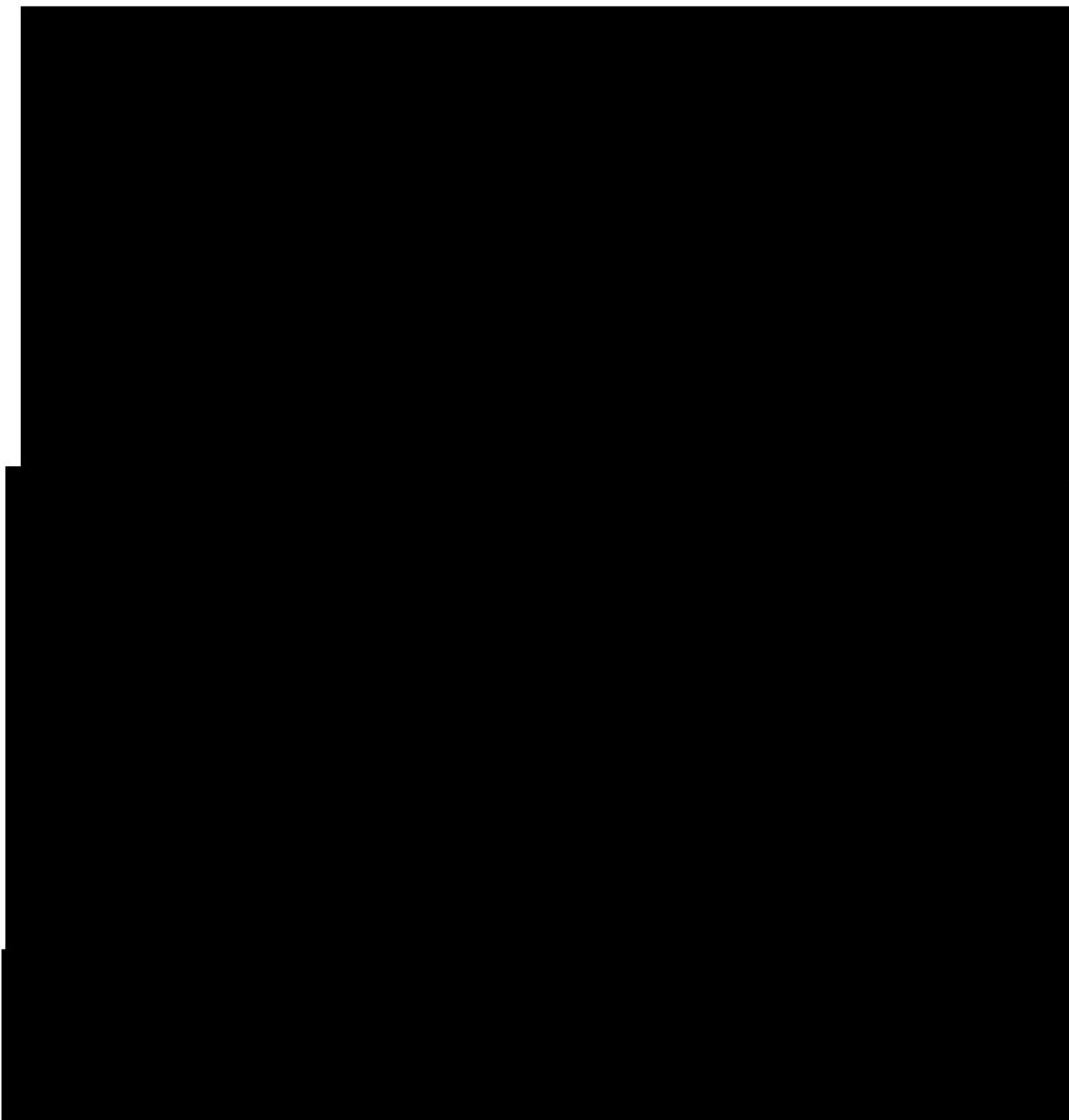
- Company Unique Tax Reference (UTR);
- Company Name;
- Company Trading Name;

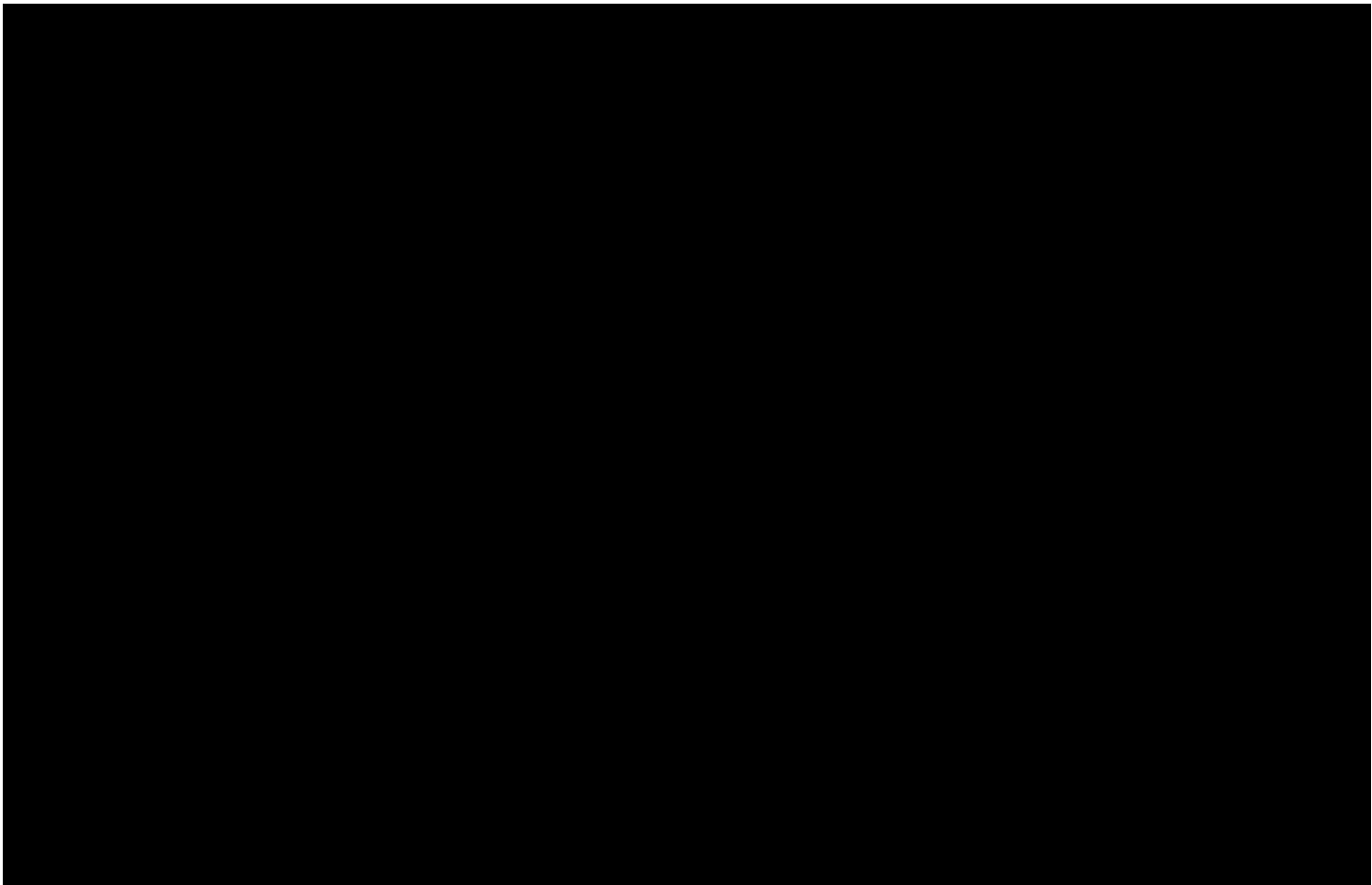
Company Registration Number.

Until you present the appropriate documentation the Employer is not permitted to make any payments for work done.

## Tender Assessment Sheet (Financial)

This sheet is only for the purpose of assisting the Employer to assess tenders and will not be part of the contract. The amounts stated may not be expended and may be exceeded. Other factors may be taken into account in assessing tenders. These may include cashflow effects, advance payments, design by the Contractor.







IT IS AGREED that:

- 1 The rights and obligations of the Adjudicator and the Parties shall be set out in this Agreement.
- 2 The Adjudicator confirms that he is independent of the Parties, and undertakes to use reasonable endeavours to remain so, and that he shall exercise his task in an impartial manner. He shall promptly inform the Parties of any facts or circumstances which may cause him to cease to be so independent.
- 3 The Adjudicator agrees to adjudicate the dispute in accordance with the Procedure.
- 4 The Adjudicator shall comply, and shall take all reasonable steps to ensure that any persons advising or aiding him shall comply, with the Official Secrets Act 1989. Any information concerning the Contract obtained either by the Adjudicator or any person advising or aiding him is confidential, and shall not be used or disclosed by the Adjudicator or any such person except for the purposes of this Agreement.
- 5 The Parties agree jointly and severally to pay the Adjudicator's fees and expenses as set out in the attached schedule and in accordance with the Procedure.
- 6 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator, unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
- 7 This Agreement shall be interpreted in accordance with the law of England and Wales.



## Schedule



## QUESTIONNAIRE ON HEALTH AND SAFETY FOR THE PURPOSES OF CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

### APPOINTMENT OF PRINCIPAL CONTRACTOR

Please supply –

- Information about your accident record in the format shown in Appendix A attached.

And either –

- A copy of your Contractors Health & Safety Assessment Scheme (CHAS) accreditation Certificate/ Equivalent Approved Scheme Certification

or

- A written statement on the following: -

What is your technical and managerial approach for dealing with the risks specified in the Pre-works Information issued with the tender documents?

Responses are required to the following questions in respect to your company's organisation and management and proposals for this contract:-

- (a) Provide evidence of the company's commitment to and policy on health and safety.
- (b) What arrangements are there for keeping that policy under regular review?
- (c) Which senior director is named as being responsible and has the company's policy statement been signed by him?
- (d) What are the management arrangements for delegating responsibility to named individuals?
- (e) What is the proposed management structure for this particular contract? Provide details of the qualifications, experience and health and safety training of the individuals nominated for this contract.
- (f) Provide evidence that you have clear and detailed working methods for achieving the company's policy objectives.
- (g) What is the system and responsibility for reporting health and safety matters within your company?
- (h) What co-operation and involvement is expected of employees, subcontractors and the self-employed?
- (i) What procedures are there for safety inspections and audits?
- (j) What is the employee training programme?
- (k) What trade union or employee safety structure is in operation?
- (l) What is the system for control of subcontractors?

Confirm that appropriate provision has been made in your tender for the following and provide evidence of your company's procedures for same:

- (a) induction training for new starters, tool-box talks and other training for special risk situations, etc.
- (b) maintenance of safe systems of work, including whether there are written risk assessments and method statements.
- (c) work equipment.
- (d) personal protective equipment.

- (e) adequate and appropriate plant, including arrangements for inspection and testing.
- (f) control of substances hazardous to health, including correct identification, assessment, storage and handling in accordance with COSHH Regulations.
- (g) protection of the workforce and the public against vibration and noise.
- (h) visual display terminals - taking into consideration their siting, design, use of ergonomic layout.
- (i) manual handling, including assessing ergonomics of workplace layouts and work activities.
- (j) first-aid, including provision of trained first-aiders and the keeping of documented medical records.
- (k) reporting accidents and incidents in conformance with the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) and the keeping of proper records related thereto.
- (l) suitable and sufficient accident investigation procedures.
- (m) arrangements for visitors to the site.



**PRE-CONSTRUCTION HEALTH & SAFETY INFORMATION**

**(The information is contained in a separate document forwarded  
with these Instructions for Tendering)**

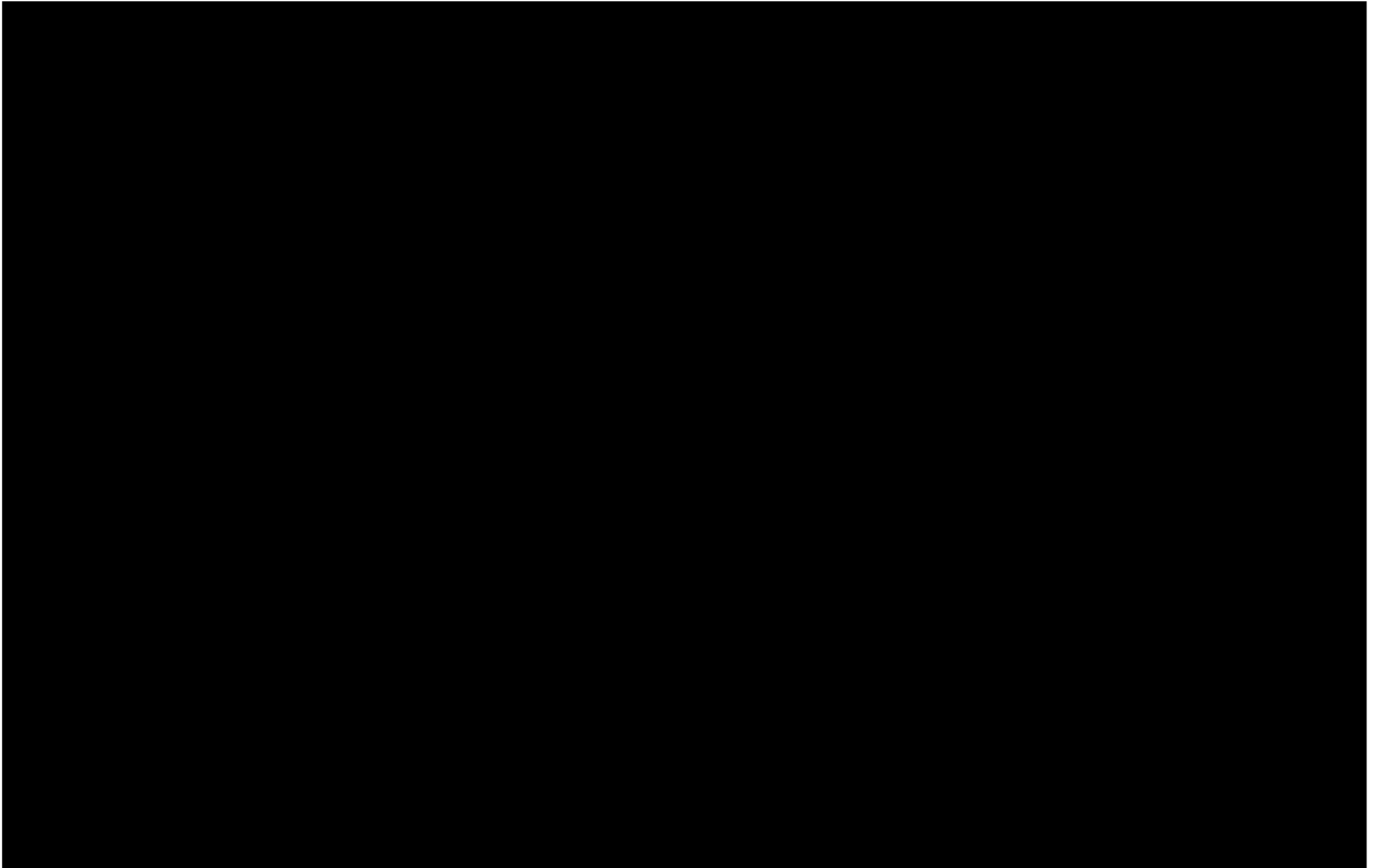
ILLUSTRATIVE ACTIVITY SCHEDULE

**NOT USED**

SITE RENTAL ASSESSMENT (EXAMPLE ONLY)

**NOT USED**

FINANCIAL DETAILS





## EQUALITY AND ENVIRONMENTAL MANAGEMENT QUESTIONNAIRE

## Equal Opportunities

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

## Environmental Management

4.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>
5.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?

PROVEN TRACK RECORD

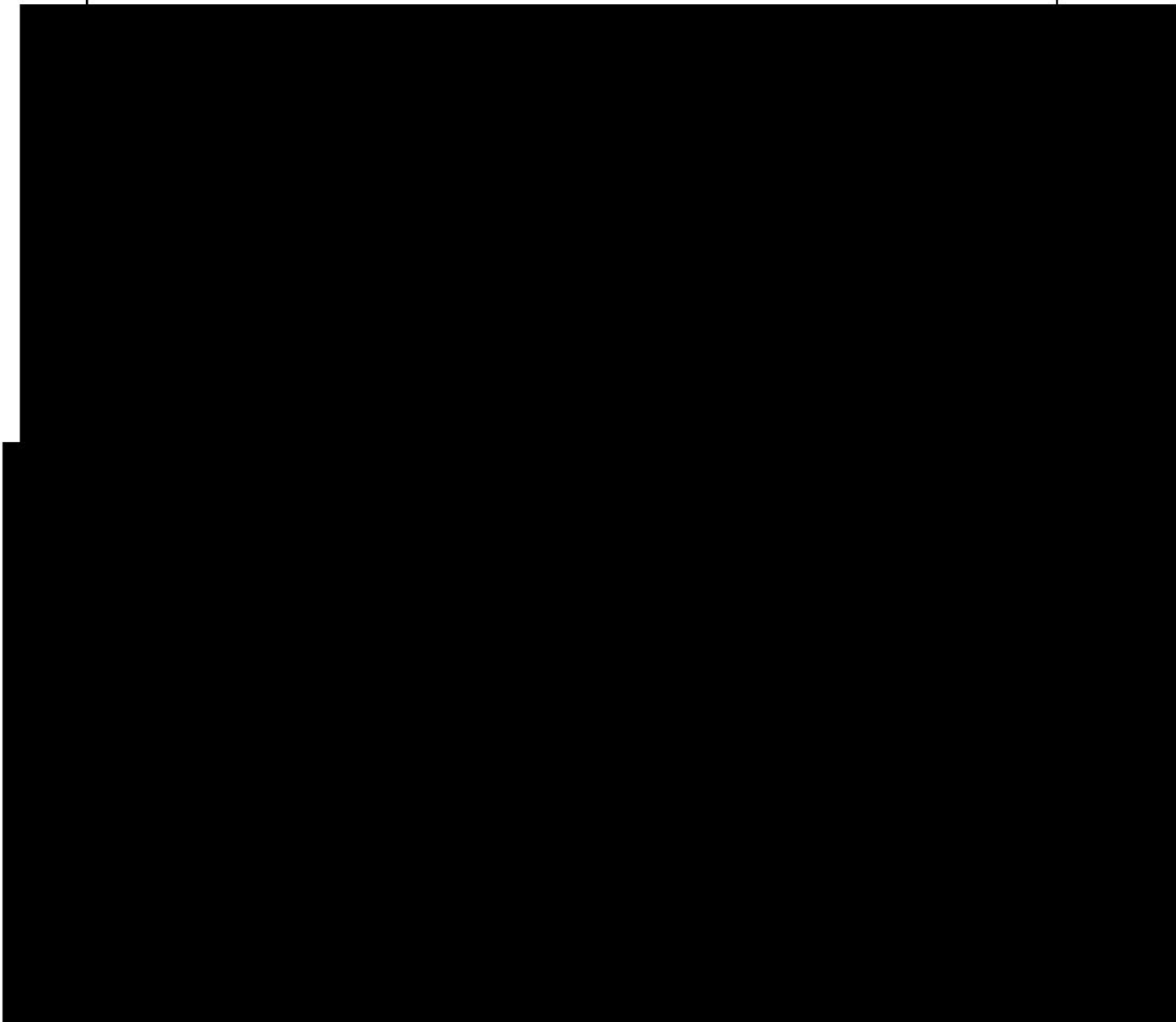
**Question 1 - Proven Track Record of delivering Construction Works of a similar nature**

Please set out why you feel your organisation is well placed to undertake the construction works outlined, in particular you should describe your track record of:

- a. Partnership/ collaborative working and innovation
- b. Staff resources
- c. Use of sub-contractor and own workforce
- d. Dealing with Compensation Events under the Contract
- e. Working to Programme

**Response limited to 1000 words**

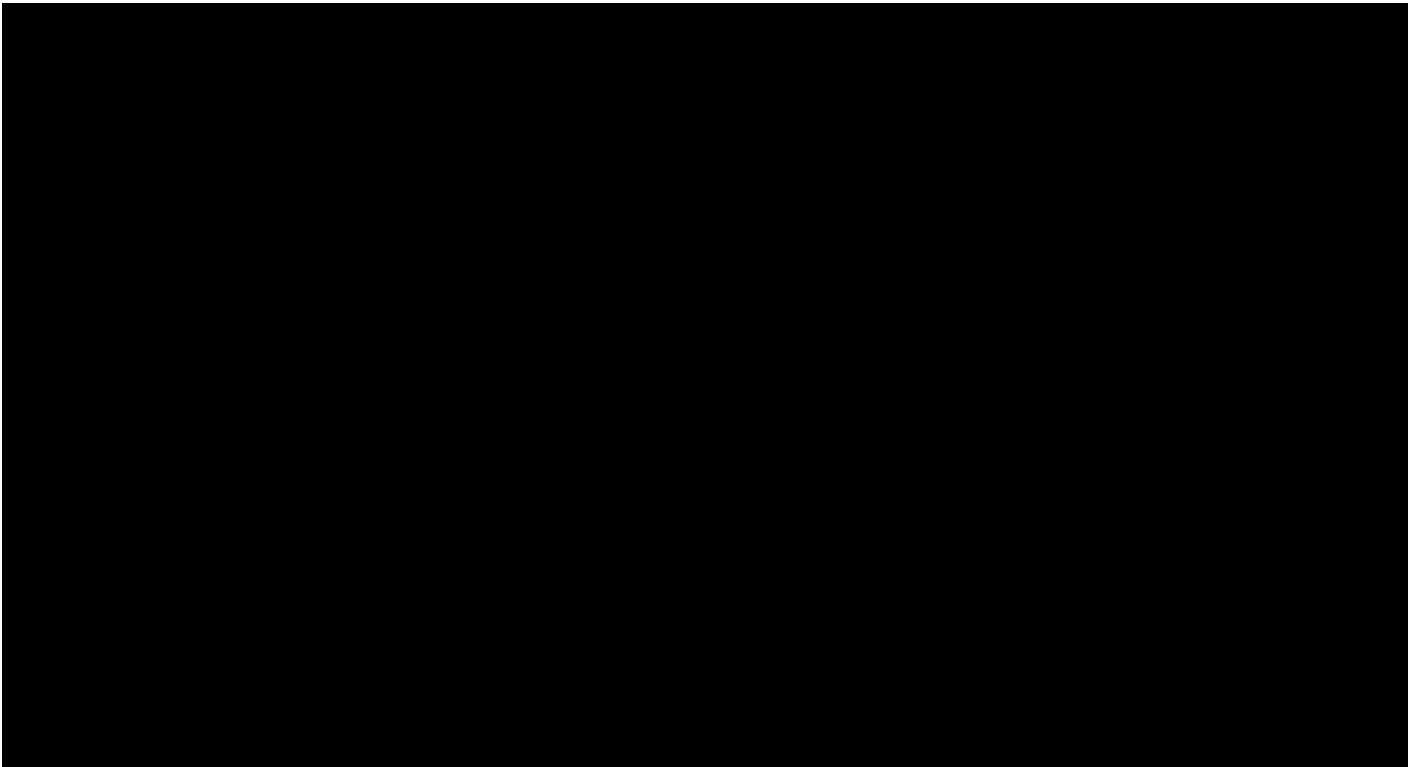
Contractors Response:



[REDACTED]

[REDACTED]

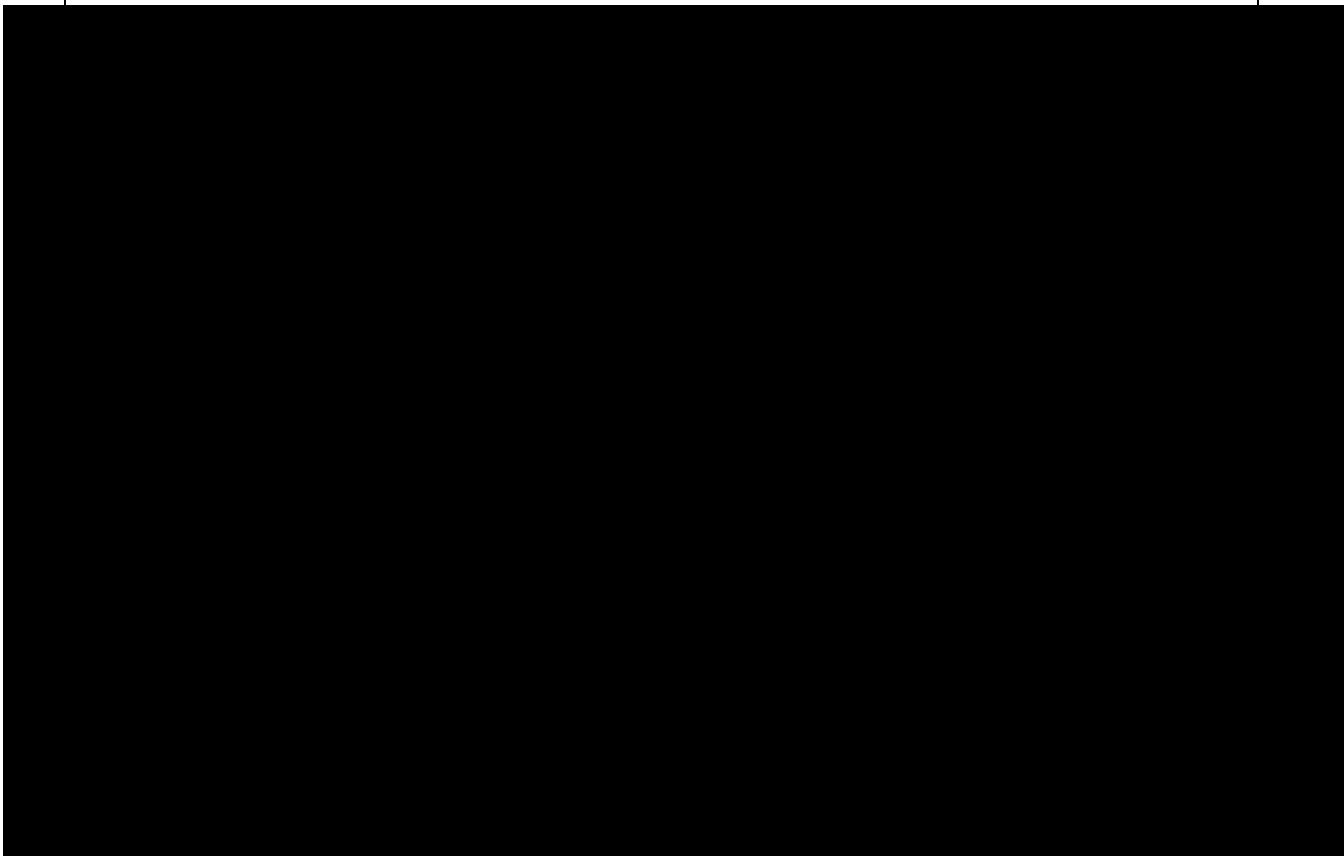
[REDACTED]



**Question 2 - Reference Projects or Case Studies with Value of Contracts undertaken**

- a. Client details and references
- b. Value of works
- c. Nature and Extent of Works undertaken
- d. Size of project team
- e. Specialist work undertaken
- f. Management of specialist sub-contractors
- g. Form of contract used

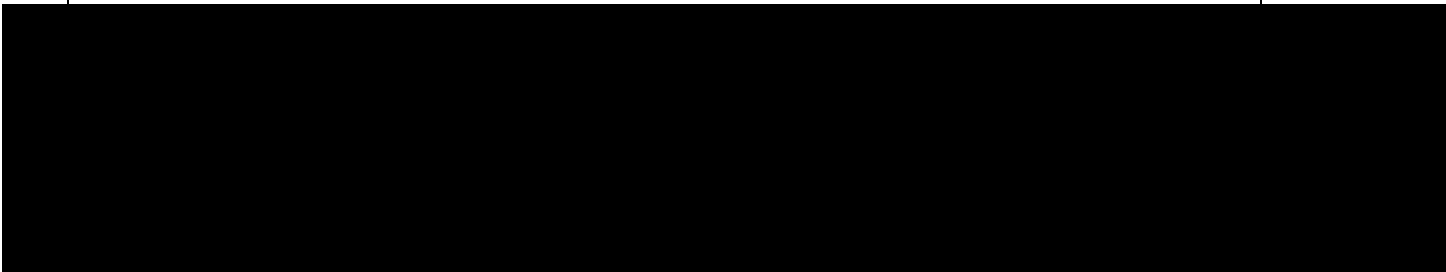
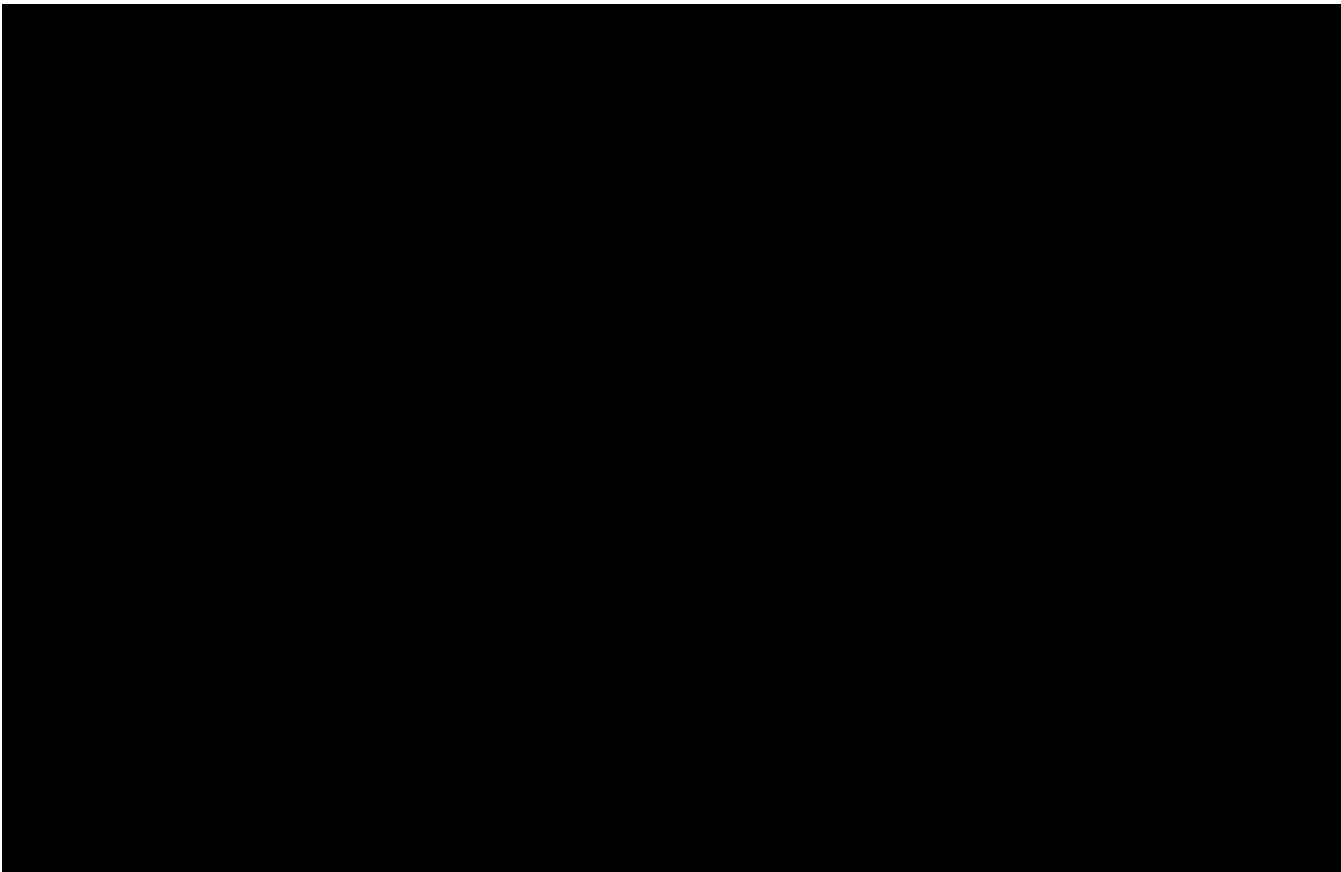
**Response limited to 1000 words**



[REDACTED]

[REDACTED]

[REDACTED]



### **Location and Brief Description of Works**

*The work involves the construction of a reinforced concrete box culvert with associated wingwalls, surfacing, parapets and accommodation works.*

*Once complete the existing watercourse bypass pipe shall be removed and the ground reinstated.*

(ECC COLLUSIVE)

TENDER  
FOR THE CONSTRUCTION, COMPLETION,  
TESTING AND COMMISSIONING OF  
*Winterburn Bridge Reconstruction*

To: Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND.

Having examined the Conditions of Contract, being Option B of the Engineering and Construction Contract (Third Edition 2013), together with Contract Data Parts One and Two, the Works Information and the Site Information for the construction of the above mentioned Scheme we offer to Provide the Works and maintain the same until the *defects date* in conformity with the said Conditions of Contract, the Contract Data Parts One and Two, the Works Information and the Site Information for a Price of [REDACTED]

We undertake to start the works on the date stated in Contract Data Part One and complete the works on the date stated in Contract Data Part Two of the Conditions of Contract.

We attach the following completed documents which form part of our offer: -

Contract Data Part Two  
Bill of Quantities



Engineering and Construction Contract  
(Third Edition 2013)

FORM OF TENDER



We agree to enter, when required, into a formal Deed under seal for carrying out these works in the form which has been provided to us by you with the tender documentation. Unless and until such a Deed is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest, or any tender you may receive.

We certify that this tender is made in good faith 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 person. We also certify that we have not, and we undertake that we will not: -

- (i) Before the award of any contract for the work: -
  - (a) communicate to any person other than a person who has been duly authorised by the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
  - (b) enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- (ii) Pay, give or offer or agree to pay or give any sum of money or other 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 work, any act or thing of the sort described at (i) (a) or (b)

We also certify that the principles described in paragraph (i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certificate, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any persons and any body or association, corporate or unincorporate; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the works" means the work in relation to which this tender is made.





Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

23rd January 2020

Dear Bidder

**DMNH 020 - WINTERBURN BRIDGE RECONSTRUCTION  
SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

Thank you for tendering.

We will be in touch with you again at the end of the standstill period.

Yours faithfully





Shropshire  
Council

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

4<sup>th</sup> February 2020

Dear Bidder

**DMNH 020 - WINTERBURN BRIDGE RECONSTRUCTION  
SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

I am pleased to inform you that, having received no notice of challenge during the mandatory standstill period that expired at midnight on 3<sup>rd</sup> February 2020 Shropshire Council proposes to accept your offer for the Proposed Contract as set out in our previous letter to you dated the 22<sup>nd</sup> January 2020.

Commissioning Development & Procurement Manager  
Finance Governance & Assurance  
Shropshire Council