GB-Shrewsbury: RONB 120 - Bear Steps Structural Stabilisation and Repairs

Competitive Contract Notice

- 1. Title: GB-Shrewsbury: RONB 120 Bear Steps Structural Stabilisation and Repairs
- 2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

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: Buildings of particular historical or architectural interest. The works are to stabilise and strengthen the historic timber frame of the Bear Steps building following the failure of joists supporting the jetty; the works include the replacement of infill panels, rainwater goods, alterations to the surface water drainage and abutment detail changes. These are detailed in the architects / structural engineers drawings, schedule of works and specification provide within this tender package.

The building is Grade II* listed and all repairs have been designed / specified with due consideration given to the status of the building and best practice in conserving the building.

Contractors will need to demonstrate experience in carrying out similar works on protected historic buildings and experience in working with appropriate materials, including historic timber frames and hot lime.

5. CPV Codes:

45212350 - Buildings of particular historical or architectural interest.

6. NUTS Codes:

UKG22 - Shropshire CC

- 7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire
- 8. Reference Attributed by the Awarding Authority: RONB 120
- 9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

- 10. Deadline for Expression of Interest: 10/09/2021 12:00:00
- 11. Address to which they must be sent:

Not Provided

12. Other Information:

Other Information: For more information about this opportunity, please visit the Delta eSourcing portal at:

 $\underline{https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-RONB-120---Bear-Steps-Structural-\underline{Stabilisation-and-Repairs/487ARE8HX7}$

To respond to this opportunity, please click here: https://www.delta-esourcing.com/respond/487ARE8HX7

Suitable for VCO: Yes Procedure Type:OPEN

Period of Work Start date: 20/09/2021 Period of Work End date: 20/11/2021 Is this a Framework Agreement?: no



Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 9th August 2021

My Ref: RONB 120 Your Ref RONB 120

Dear Bidder

RONB 120 - BEAR STEPS STRUCTURAL STABILISATION AND REPAIRS SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- 1. 1097-01 Bear Steps As Existing
- 2. 1097-01 Bear Steps As Proposed
- 3. 1115-01-200 Bear Steps Site plan TENDER
- 4. 1115-01-OS Bear Steps Site plan and Location Plan TENDER
- 5. 1115-01-SC Bear Steps Site constraints TENDER
- 6. 1115-01-210 Bear Steps Sections and Elevations TENDER
- 7. 1115-01-215 Bear Steps Detail Sheet TENDER
- 8. 1115-01-211 Bear Steps Detail Sheet 01 TENDER
- 9. 1115-01 Bear Steps Schedule of Repairs
- 10. 1115-01 Bear Steps NBS SPECIFICATION
- 11. Pre Construction Information Pack Bear Steps 2021
- 12. SABC017 HSL Asbestos Report S21-01028 May 2021
- 13. SABC017 HSL Asbestos Plan S21-01028 May 2021
- 14. SABC017_Management_S13-00788
- 15. Tender Response Document Bear Steps
- 16. Bear Steps Prelims & General Conditions
- 17. Bear Steps Schedule of Amendments
- 18. Contract Sum Analysis
- 19. Parent Co
- 20. Performance Bond
- 21. Instructions to Tendering

Tenders should be made on the enclosed 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. Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

 The deadline for returning tenders is noon on 6th September 2021 any tenders received after this time will not be accepted

when responding prior to d to upload documents. If ually load one document at ke WinZip. Failure to submit accepted.

Igh to stage three and click the documents won't be

Tenders are received after 12 noon on the given deadline

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **27**th **August 2021.**

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta etendering portal.

Yours faithfully





INSTRUCTIONS FOR TENDERING

RONB 120 – Bear Steps Structural Stabilisation and Repairs

Shropshire Council Instructions for tendering

Contract Description/Specification:

The works are to stabilise and strengthen the historic timber frame of the Bear Steps building following the failure of joists supporting the jetty; the works include the replacement of infill panels, rainwater goods, alterations to the surface water drainage and abutment detail changes. These are detailed in the architects / structural engineers drawings, schedule of works and specification provide within this tender package.

The building is Grade II* listed and all repairs have been designed / specified with due consideration given to the status of the building and best practice in conserving the building.

Contractors will need to demonstrate experience in carrying out similar works on protected historic buildings and experience in working with appropriate materials, including historic timber frames and hot lime.

Please note the following in relation to Covid-19:

- 1) Tender figures will need to remain open for a period of 3 months from submission of tender.
- 2) Due to the current Covid-19 restriction and in line with Government advice, contracts may not be awarded until it is safe to proceed. It is the council's intention to notify the preferred contractor that they, subject to contract, will be appointed as the principal contractor once PSG has confirmed authorisation to do so in a safe and secure manner.
- 3) All tender returns are to provide supporting documentation clarifying the company's position, including a method statements, in regard to Covid-19.
- 4) The Tenderer must complete all sections and no exclusions will be accepted. If a point of clarification is required prior to submitting your tender, please do this through the Delta.

Indo

Section	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0 3.2 3.3 3.4	Tender Preparation and Cost Parent Company Guarantee	4 4 4 5 5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Tender Evaluation	6
7.0	Clarifications	6
8.0	Continuation of the Procurement Process	7
9.0	Confidentiality	7
10.0	Freedom of Information	9
11.0	Disqualification	9
12.0	E-Procurement	10
13.0 13.2 13.2 13.3	2 Award Notice	10 10 11 11
14.0	Value of Contract	11
15.0	Acceptance	11
16.0	Payment Terms	11
17.0	Liability of Council	11
18.0 19.0	Attendance at Committee Declaration	12 12
		· -

1.0 Invitation to Tender

- 1.1 You are invited to tender for the Bear Steps Structural Stabilisation and Repairs as detailed in the tender response document.
- 1.2 Tenders are to be submitted in accordance with the JCT Intermediate Building Contract 2016 Edition (IC2016) and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 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.
- 1.5 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.
- 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 pretender 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.
- 1.7 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.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the JCT Intermediate Building Contract 2016 Edition (IC2016) and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 <u>Preparation of Tenders</u>

3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
 - a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- **3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- **3.2.6** 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.
- 3.2.7 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.

- 3.2.8 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.
- 3.2.9 The 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 Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire 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

4.0 Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon**, 6th **September 2021**.
- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- **4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- **4.4** Tenderers should note that their Tender must remain open and valid and capable

of acceptance for a period of at least 90 days.

- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- **4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

- 6.1 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.
- 6.2 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.

7.0 Clarifications

- 7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- **7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- **7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

- **7.4** All queries should be raised as soon as possible (in writing), in any event not later than **27th August 2021.**
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- **8.1** The Council shall not be committed to any course of action as a result of:
 - i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

- 9.1 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.
- **9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

- **9.3** 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.
- 9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1 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:
- **9.4.2** 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
- **9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- **9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1 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
- **9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- **9.5.3** 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
- **9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6 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.

9.7 Transparency of Expenditure

Further to it's 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.

10.0 <u>Freedom of Information</u>

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of

Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

- In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: http://www.ico.gov.uk

11.0 <u>Disqualification</u>

- 11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 23 of the Council's Draft Contract relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- **11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer:

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement 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 Tender or proposed Tender for the services any act or omission.
- Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 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.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may also 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.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 <u>Acceptance</u>

- 15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- The Tender documentation including the JCT Intermediate Building Contract 2016 Edition (IC2016) Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 20th September 2021.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 <u>Liability of Council</u>

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer

in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

- 17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.
- 18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.





Tender Response Document

RONB 120 – Bear Steps Structural Stabilisation and Repairs

Name of TENDERING ORGANISATION (please insert)

Shropshire Council Tender Response Document

Contract Description/Specification:

The works are to stabilise and strengthen the historic timber frame of the Bear Steps building following the failure of joists supporting the jetty; the works include the replacement of infill panels, rainwater goods, alterations to the surface water drainage and abutment detail changes. These are detailed in the architects / structural engineers drawings, schedule of works and specification provide within this tender package.

The building is Grade II* listed and all repairs have been designed / specified with due consideration given to the status of the building and best practice in conserving the building.

Contractors will need to demonstrate experience in carrying out similar works on protected historic buildings and experience in working with appropriate materials, including historic timber frames and hot lime.

Please note the following in relation to Covid-19:

- 1) Tender figures will need to remain open for a period of 3 months from submission of tender.
- 2) Due to the current Covid-19 restriction and in line with Government advice, contracts may not be awarded until it is safe to proceed. It is the council's intention to notify the preferred contractor that they, subject to contract, will be appointed as the principal contractor once PSG has confirmed authorisation to do so in a safe and secure manner.
- 3) All tender returns are to provide supporting documentation clarifying the company's position, including a method statements, in regard to Covid-19.
- 4) The Tenderer must complete all sections and no exclusions will be accepted. If a point of clarification is required prior to submitting your tender, please do this through the Delta.

Instructions for the completion of this document

- This document must be completed in its entirety with responses being given to <u>all</u> questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
- 2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
- 4. Where copies of certificates and other details are requested a copy must accompany the electronic copy of your Tender Response Document.

<u>Contents</u>

Section	Description		
A1	Form of Tender	9	
A2	Non-Canvassing Certificate	10	
A3	Non-Collusive Tendering Certificate	11	
A4 Declaration of Connection with Officers or Elected Members of the Council		12	
Y	You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information – For information only	15	
B Part 2 Section 2	Grounds for Mandatory Exclusion	19	
B Part 2 Section 3	Grounds for Discretionary Exclusion	25	
Section C	Tender and Pricing Schedule	30	

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will <u>not</u> be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria	
Section B Part 1	Supplier Information – For information only	
Section B Part 2 Section 2	Grounds for Mandatory Exclusion	
Section B Part 2 Section 2 Q 2.4	Experience of working Conservation Bodies / owners of protected historic buildings – this is mandatory requirement	
Section B Part 2 Section 2 Q2.5	Experience of repairing historic timber frame buildings – this is mandatory requirement	
Section B Part 2 Section 2 Q2.6	CHAS Accreditation – this is mandatory requirement	
Section B Part 2 Section 2 Q2.7	Insurance Requirements – this is mandatory requirement	
Section B Part 3 Section 3	Grounds for Discretionary Exclusion	

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available	
	Price 40% (400 marks)		
Section C / Q 1.1	Price	40 / 400 max marks	
	Total for price	40 / 400 max marks	
	Quality 60% (600 marks)		
Section C / Q 2.1	Response to Works Schedule, Design & Specification	40 / 400 Max marks	
Section C / Q 2.2	Experience of being Principal Contractor on similar heritage projects	7.5 / 75 Max marks	
Section C / Q 2.3	Experience of managing projects in town centre environment	7.5 / 75 Max marks	
Section C / Q 2.5	Social Value	5 / 50 max marks	
Total for quality 60 / 600 max marks			

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	9	
Good	8	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	7	
Acceptable	6	Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
	5	

Minor Reservations	4	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.
	3	
Serious Reservations	2	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.
	1	
Unacceptable	0	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 600 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 400. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

The contractor should include in the price for all works outlined in the attached works schedule and documentation and to be completed within the programme outlined in section C2b.

A breakdown of costs should be provided as per attached Priced Schedule

Price will be evaluated on the "TOTAL (EXCLUSIVE OF VAT)" detailed in Section C question 1.1.

Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for: RONB 120 – Timber frame stabilisation works and associated repairs to Bear Steps as outlined in attached works schedule. To be completed by suitability experience / qualified contractor.

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of passive fire protection works at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the JCT Intermediate Building Contract 2016 Terms and Conditions, copies of which we have received.

Section A: 2. Non – Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering 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; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement 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 Services any act or omission.

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Name	Relationship

If yes, please give details:

Please note:

/ No

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discret_ionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

- 1. The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
- 2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- 3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
- 4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
- 5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
- 6. For answers to Part 3 If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
OCCION 1	Toterital supplier information	
Question	Question	Response
number		
1.1(a)	Full name of the potential supplier submitting the information	
	Illioination	
1.1(b) - (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status	
(0)	a) public limited company	
	b) limited company	
	c) limited liability partnership	
	d) other partnership e) sole trader	
	f) third sector	
	g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
(0)	Company region and manifest (ii applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the	
	appropriate professional or trade register(s) in the member state where it is established?	
	state where it is established:	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the	
	relevant details, including the registration number(s).	
4.475	1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1.1(j) - (i)	Is it a legal requirement in the state where you are	
	established for you to possess a particular authorisation, or be a member of a particular organisation in order to	
	provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide	
	additional details of what is required and confirmation that	
	you have complied with this.	
L		

1.1(k)	Trading name(s) that will be used if successful in this procurement.
1.1(1)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutal
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ₂ ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: 3 - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition en
3 UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model	
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please in the following table: we may ask them to	provide additional details for each sub-contractor o complete this form as well.
	Name	
	Registered address	
	Trading status	
	Company registration number	
	Head Office DUNS	
	number (if applicable) Registered VAT	
	number	
	Type of granisation	
	SME (Yes/No)	
	The role each sub-	
	contractor will take in providing the works	
	and /or supplies e.g.	
	key deliverables The approximate % of	
	contractual	
	obligations assigned to each sub-contractor	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence

referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is	
	acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person whas powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal	

	provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

2.4	Do you have experience of working with bodies such as Historic England, National Trust, English Heritage, CADW, Historic Scotland and owners of Grade I & II* listed buildings? THIS IS A MANDATORY REQUIREMENT
2.5	Do you have experience of repairing / reconstructing historic timber frame buildings? THIS IS A MANDATORY REQUIREMENT
2.6	Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation THIS IS A MANDATORY REQUIREMENT

2.7	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N	
	Employer's (Compulsory) Liability Insurance = £5,Million	
	Public Liability Insurance = £5Million	
	THIS IS A MANDATORY REQUIREMENT	
	*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	

The above qualification applies to either the main contractor installing fire doors / passive fire protection works or installation sub-contractor. For sub-contracting the following applies:

Main contractors and specialists

The main contractor

The main contractor is responsible for co-ordinating the work of all the trade contractors on the project. This includes:

- Programming activities so as to minimise clashes between the trades.
- Ensuring good communications.
- Control of shared facilities such as hoists, cranes, access scaffolding etc.
- General site housekeeping, site safety and security

Section 3	Grounds for discretionary exclusion		
Question number	Question	Response	
	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out webpage (see link on page 11), which should be referred to before completing questions.		
	Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.		
3.1(a)	Breach of environmental obligations?		
3.1(b)	Breach of social obligations?		
3.1(c)	Breach of labour law obligations?		
3.1(d)	Bankrupt or is the subject of insolvency or		

	winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
	Tolovani	

Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of orga	anisation	
Relationship	to the Supplier completing these questions	

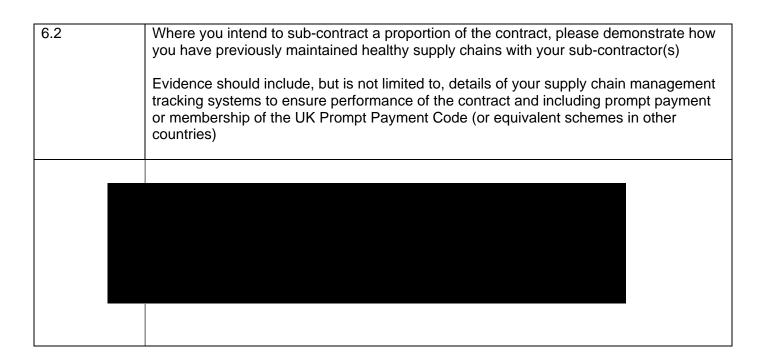
5.1	Are you able to provide parent company accounts if requested to at a later stage?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	

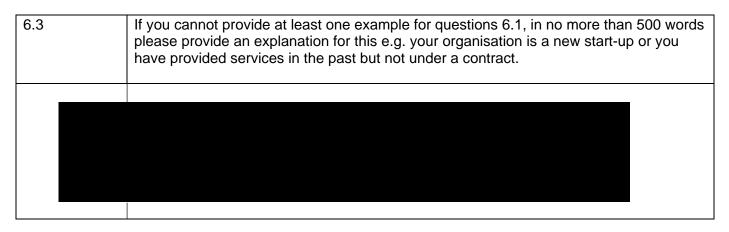
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?

Section 6	Technical and Professional Ability
6.1	Relevant experience and contract examples
	Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.
	The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.
	Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g., the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).
	Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.
	If you cannot provide examples see question 6.3

	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			

Contract completion date	
Estimated contract value	





Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?

If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

7. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

7.1	Skills and Apprentices 4 –
a.	Please confirm if you will be supporting apprenticeships and skills development through this contract.
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_A pprenticeships PPN vfinal.pdf

8.2 - Compliance with equality legislation

	organisations working outside of the UK please refer to equivalent legislation in the country 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.	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?
	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.
	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. 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.	
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?	

8.3 – Environmental Management

1.	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)? If your answer to the 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. 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.	
2.	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?	

8.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
2.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	
	If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	
	The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
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?	

8.5 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to

do so by the Council. Please confirm your acceptance of this term by ticking the box below

















PRELIMINARIES AND GENERAL CONDITIONS

BEAR STEPS, SHREWSBURY

JULY 2021

PRELIMINARIES AND GENERAL CONDITIONS

A10 PROJECT PARTICULARS

110 THE PROJECT:

Name: Bear Steps

Nature: Repair and alteration of the timber frame to regain structural integrity, replacement of infill panels, replacement of rainwater goods, introduction of a new surface water gully, alteration of roof abutment detail and general decoration. Location: Bear Steps Café, St Alkmonds PI, Shrewsbury SY1 1UH. Timescale for completion of the construction work: 12 weeks commencing 13th September 2021 as detailed in A13 & A20.

- 120 EMPLOYER/CLIENT: Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND. The Employer will be represented by Daniel Davies, Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND. Tel: 01743 254882
- 127 PRINCIPAL CONTRACTOR: (as defined in the Construction (Design and Management) Regulations 2015): The Contractor will be appointed as the Principal Contractor under the CDM Regulations.
- 141 CONTRACTOR ADMINISTRATOR (hereinafter referred to as 'CA'): Daniel Davies, Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND. Tel: 01743 254882.
- 142 ARCHITECT: Arrol Architects, St. Mary's Hall, St. Mary's Court, Shrewsbury, SY1 1EG. Tel: 01743 241111
- 143 QUANTITY SURVEYOR: Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND.
- 147 PRINCIPAL DESIGNER (as defined in the Construction (Design and Management) Regulations 2015): PSG, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND.
- 149 CLERK OF WORKS: Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND.
- 150 STRUCTURAL ENGINEER: Chris Pike Associates, 13 Claremont Hill, Shrewsbury, SY1 1RD

A11 TENDER AND CONTRACT DOCUMENTS (EMPLOYERS REQUIREMENTS)

110 TENDER DRAWINGS & DOCUMENTS: The tender drawings/documents are listed on the "Schedule of Tender Documents" that accompanies the tender.

The Employer does not warrant or guarantee that any of the information provided by the Employer is correct. The contractor should also carry out their own required checks to ascertain and confirm the existing levels and any other information that he may require to enable him to undertake the construction of the works. The Contractor will be required to liaise and attend meetings as and when required with the PSG design team/other consultants employed to confirm their requirements for the works.

- 115 BREEAM: Is not required.
- 117 CARBON NEUTRAL: Shropshire Council declared a Climate Emergency in May 2019 and has approved a 'Climate Strategy Framework' setting out a route map towards a goal of zero net carbon for Shropshire Council's direct and indirect corporate emissions by 2030. Around 80% of Shropshire Council's direct carbon emissions in 2017 were generated from energy use in its buildings, so the performance of existing and new buildings is a priority for early intervention. Shropshire Council intends to use its experience of tackling its own carbon footprint to lead by example and provide community leadership for the county as a whole.
- THE PRE-CONSTRUCTION INFORMATION PACK prepared under the Construction (Design and Management) Regulations 2015, accompanies the tender documents sent under separate cover. The successful tenderer will be appointed as the Principal Contractor as defined under the Regulations. The Contractor shall be deemed to have allowed in his tender for all costs in connection with complying with the Regulations.
- 161 PRE-CONSTRUCTION RISK INFORMATION: The Pre-Construction Information undertaken by the Principal Designer is included as a separately bound document
- 170 TENDER QUERIES: All queries regarding the tender documents shall be made via the Delta Vault. E-mails, telephone calls, etc. shall not be made to individuals. Only enquiries posted in the Delta Vault prior to noon on 27th August 2021 will be considered and responded to.

A12 THE SITE/EXISTING BUILDINGS/SITE CONSTRAINTS

THE SITE: The location of the site is shown on the Location Plan. The site comprises the area identified on the tender drawings and the Contractor's activities are to be contained within the site boundary.

The Contractor shall ensure that all public rights of way, together with the site access, highways and adjoining footpaths are kept clean, safe and in an orderly condition at all times. The Contractor shall allow for cleaning of all access and engress routes and paved areas affected by the works from time to time as necessary. Any damage caused by Construction traffic must be immediately made good at the Contractor's own expense.

The Contractor must carry out the works without undue inconvenience and nuisance and without danger to occupants and users of existing adjacent buildings, roads, footpaths, parking areas and other amenities.

On a daily basis the Contractor is to check the site to ensure nothing has moved, through the vibration of the works that will caused something internally to drop.

120 EXISTING BUILDINGS ON/ADJACENT TO THE SITE: Existing buildings on/adjacent the site are other listed buildings and retail shops. The Contractor shall ensure that where surrounding the site is due to remain fully operational, they must allow safe and unrestricted access at all times.

The production of dust and debris is to be kept to a minimum as far as is practicably possible to spread to adjoining properties. Where skips are used, they must be sited in locations agrees by the CA and covered.

The Contractor and those directly responsible to him shall not trespass on existing adjoining properties but shall confine themselves strictly to the locality of their working area.

- WORKING AREA: The Contractor's working confined to within the work area. Works may be required to areas outside the defined working areas. Permission must be obtained before any work is commenced outside of the defined working area. This approval shall in no way be construed as an instruction to work overtime.
- WORKING HOURS: A restriction is imposed by the Employer that working hours will be from 8.30 am to 5.30pm Monday to Friday/. However, the Contractor is advised that extended working hours will be subject to agreement with the Employer, this must be done in writing. No work is permitted on Sundays or bank holidays.
- 200 ACCESS TO THE SITE: The site is located off Fish Street, Shrewsbury. The contractor will be required to provide and maintain safe access into the site and traffic management system for control of vehicle movement on the site.
- 220 PARKING: Parking of the Contractor's and Sub-Contractor's vehicles will be restricted to the surrounding pay and display car parks. Vehicles should not park on the surrounding roads.
- DELIVERIES: The Contractor is required to take all necessary precautions when arranging deliveries and ingress/egress from the site.
- 240 USE OF THE SITE: The Contractor shall not use the site for any purpose other than that of carrying out the Works.

The area of the site available for use by the contractor is restricted to that shown on the enclosed tender drawings. The Contractor shall obtain the CA's agreement to his proposals for the siting of all materials, sheds, offices, toilets and any other structures in connection with the works, which shall be contained within this area and shall arrange these and his activities to cause the least nuisance to the adjacent properties.

- 260 RISKS TO HEALTH AND SAFETY: The Contractor shall visit the site and ascertain for himself any information he may require to ensure the safety of all persons and the works. The nature and condition of the site cannot be fully and certainly ascertained before it is opened up.
- SITE VISIT: Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works, since no claim by the Contractor will be admitted on the grounds of deficiency of knowledge in such matters.

The Contractor must not disrupt or distress the current occupants and tenants of the surrounding buildings during their visit. Access to the site for the purpose of tendering shall be made by prior appointment with Daniel Davies (Shropshire Council) – telephone 01743 254882or email daniel.davies@shropshire.gov.uk.

A13 DESCRIPTION OF THE WORK

120 THE WORKS: The Works comprise of the following:

Repair and alteration of the timber frame to regain structural integrity, replacement of infill panels, replacement of rainwater goods, introduction of a new surface water gully, alteration of roof abutment detail and general decoration.

140 SEQUENCE OF WORKING: Is to be agreed with the CA prior to commencing work on Site.

The sequence of working will need to be managed and agreed with the contractor and CA to ensure there is minimal disruption to the public and the surrounding properties.

A20 THE CONTRACT

Form, Type and Conditions of Contract

The form of contract shall be the JCT Intermediate Building Contract 2016 Edition (IC2016). The contract is to be executed as a deed prior to commencing on site.

Completion of Contract Particulars

Part 1: General

Of works	First recital	General Conditions
Drawing Location	Second recital	The drawings are numbered/listed in The Schedule of Tender Documents.
The Employer has supplied to the Contractor	Third recital	Bills of Quantities and the Work schedules have been deleted.

The Contractor Fourth recital Pricing Option B applies

has: Reference to the activity schedule is

to be deleted.

Information Sixth recital Reference to the Information Release

Release Schedule Schedule is to be deleted.

Sections Eighth recital The works are not divided into sections.

Framework Ninth recital This Contract is not supplemented by a

Agreement Framework Agreement.

Article 1-9

Article 2:

The Contract Sum to be confirmed at Tender Award.

Article 3:

Contractor Administrator: See Section A10.

Article 4:

Quantity Surveyor: See Section A10.

Article 5:

Principal Designer: See Section A10.

Article 6:

Principal Contractor: Is the Contractor.

Article 7:

The Employer is not an Employer under the residential occupier within the Section 106 of the Housing Grants, Construction and Regeneration Act 1996.

Article 8:

Dispute Resolution to be by Arbitration.

The contract particulars will be completed as follows, subject to the right reserved by the Employer to negotiate with the Contractor up to the time of signing the Contract in respect of any of these particulars.

Contract Particulars

Fifth Recital & CIS Employer at the Base Date is a

Clause 4.6 'Contractor'.

Seventh Recital CDM Regs The project is not notifiable

Tenth Recital & Supplemental Collaborative working: Does not apply

Schedule 5 Provisions

Cost savings & value improvements: Applies

Sustainable development and environmental considerations: Does not

apply

Performance Indicators & monitoring:

Does not apply

Notification & negotiation of disputes:

Does not apply.

Article 8	Arbitration	Applies
1.1	Base Date	17 th August 2021
1.1	BIM Protocol	Not applicable
1.1	Dates for Completion	15 th November 2021
1.7	Addresses for Service of notices etc by the parties	Employer: Shropshire Council, PSG, Shirehall, Abbey Foregate, Shrewsbury Shropshire, SY2 6ND
		Contractor: Name and address to be confirmed
2.4	Date of Possession	13 th September 2021
2.5	Deferment of possession	6 weeks
2.23.2	Liquidated Damages	At the rate of £700 per week or part week
2.30	Rectification Period	Twelve months from the date of Practical Completion
4.3 & 4.9	Fluctuation Provisions	No fluctuation provisions apply

4.7	Advanced Payment	Does not apply
4.7	Advanced Payment Bond	Is not required
4.8.1	Interim Payments	The first Interim Valuation Date is 13 th October 2021 and thereafter the same date in each Month or the nearest Business Day in That month.
4.9.1	Interim Payments	Where the works have not achieved Practical Completion: 95%
		Where the works have achieved Practical Completion: 97.5%
4.10.4	Listed items – Uniquely Identified	No Bond is required for Listed Items uniquely identified.
4.15.5	Listed items – not Uniquely Identified	No Bond is required for Listed Items uniquely identified
6.4.1 6.5.1	Contractor's Public Liability Insurance Insurance – Liability of Employer	£5,000,000.00 for any one occurrence or series of occurrences arising out of one event. Not required
6.7 &	Works Insurance	Schedule 1: Insurance Option C applies
Schedule 1		Percentage to cover Professional Fees: 15%
		Paragraph C.1 applies
6.10 & Schedule 1	Terrorism Cover	Not applicable
6.15	Joint Fire Code	The Joint fire Code applies – the works are not a large project.
6.18	Joint Fire Code	The cost, if any, of compliance with amendment(s) or revision(s) to the JFC shall be borne by the Contractor

by the
or the
ractical
value the
stration
e is set
e veyors
e veyors

A30 TENDERING/SUBLETTING/SUPPLY

MAIN CONTRACT TENDERING

110 TENDERING PROCEDURE: The tendering procedure shall be in accordance with the Councils Financial Regulations and Standing Orders. Tenders must be returned by the stated time – any tenders arriving after that time shall not be considered. Tenders shall be returned via the electronic 'Delta vault' the time of their delivery shall be automatically recorded. Once opened tenders will be dealt with in accordance with the 'JCT 2017 Practice Notes' - Alternative 2.

125 <u>TENDERING PROCEDURE: The Contract will be awarded on the criteria of "Most Economically Advantageous Tender" on the basis of 40% Price and 60% Quality.</u>

PRICE: The submitted tender prices will be scored against one another, the lowest submitted tender (subject to checking by the CA that compliant bids have been submitted that include all of the Employers requirements and are mathematically correct) having the best score, and shall have a weighting of 40% towards the final overall score.

QUALITY: Each Tenderer will need to submit their "Quality Assessment" with their answers to the list of questions on the Employer Quality Assessment form. The contractor's submission will be scored and the total shall have a weighting of 60% towards the final overall score.

The Tenderer with the highest overall combined Price and Quality score will be awarded the contract

130 TENDER ASSESSMENT PROCEDURE

EVALUATION METHOD

The Council's assessment of tenders will be carried out in three stages:

Stage 1: The Evaluation Panel will check for tender compliance.

Stage 2: The Evaluation Panel will separately evaluate the Quality Statement and the Financial Submission of each tender submission respectively

Stage 3: Validation of the Quality Statement and Financial Submission and

Clarifications

At any stage during the evaluation period, the Council reserves the right to seek clarifications from any or all of the Tenderers to assist in its consideration of the tenders. Clarifications will be requested via the Delta e-tendering portal in order to remove any uncertainty over the submitted tender.

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 confirm, correct or withdraw the tender.

If a clarification response provides any information not requested by the Procurement Officer, then this information will not be accepted and may lead to the rejection of a tender.

3.2. STAGE 1

3.2.1. The Evaluation Panel will check submitted tenders for compliance and completeness. An equivocal tender or a tender which does not comply with the tender documents, including any tender amendments, may result in the tender being rejected.

3.3. STAGE 2

3.3.1. The Evaluation Panel will be involved with the Financial Assessment and the Quality Evaluation. The Panel will carry out their respective evaluation work independently and will not have access to each other's assessments until after they have completed their independent evaluation of the Quality Statement and Financial Submission.

Quality Statement

- 3.3.2. The Evaluation Panel will mark the Quality Statement. The Panel will determine which Quality Statement provides the Council with the most confidence that the Council's objectives will be delivered. In marking the Quality Statement, the panel will take into account all the material supplied in the Quality Statement.
- 3.3.3. The Quality Statement will be given marks in accordance with 0.02 Evaluation matrix
- 3.3.4. The tender with the highest mark for their Quality Statement will be given a score of 100. Other tenders will be awarded scores calculated as follows:

(mark of tender / highest mark) x 100

Financial Evaluation

- 3.3.5. The Evaluation Panel will determine a total of the Prices for the Service Period for each Tenderer.
- 3.3.6. The total of the Prices for the Service Period for each Tenderer will be calculated as follows:
- Step 1: The Panel will look through all the completed Contract Sum Analyses (CSA) which will be fully priced in accordance with the tender information. They will check for any glaring errors and whether everything has been included for.
- Step 2: The panel will compile together a list of clarification which are needed for the priced CSA and make any changes to the tendered figure.
- 3.3.7. The lowest cost including amendments (if applicable) will be given a score of 100. Scores for the other tenders will be calculated as follows:

Combining Quality and Financial Scores

- 3.3.8. On completion of their individual assessments, the Evaluation Panel will jointly review the Quality and Cost material submitted with each tender to verify that the financial proposal and resources proposed are likely to deliver the Scheme set out in the Quality Statement. Marks will be reviewed and amended if necessary.
- 3.3.9. The quality and the financial scores will be combined in the ratio 40:60 applied to the quality and financial scores respectively in accordance with 0.02 Evaluation matrix. The combined score will be rounded to one decimal place.
- 3.3.10. The Tenderers will be informed whether or not they have been identified for validation. Such notifications must not be taken as inferring acceptance of any tender.

3.4. STAGE 3 - VALIDATION

Validating the Financial Information

- 3.4.1. Tenders will be subject to scrutiny; the Contractor must be fully compliant with assisting the Evaluation Panel with their queries. The Tender may be rejected if considered not affordable.
- 3.4.2. The clarifications sought may require the provision of the Tenderer's calculations of the tendered Prices or any other aspect of the Financial Submission: Details of what should be included within the CSA is found under A30/330.
- 3.4.3. Failure to provide satisfactory evidence to support any part of this aspect of the tender may result in the tender being rejected.

Determining the Preferred Bidder

- 3.4.4. Following validation, the Tenderer with the highest score, becomes the Preferred Bidder.
- 3.4.5. The Tenderers will be informed whether or not they have been identified as the Preferred Bidder. Such notifications must not be taken as inferring acceptance of any tender
- 160 EXCLUSIONS: If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the CA as soon as possible, defining the relevant part(s) and stating the reason(s) for his inability to tender.
- 170 ACCEPTANCE OF TENDER: The Employer and his representatives:
 - Offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted.
 - Will not be responsible for any costs incurred by the Tenderer in the preparation of any tender.
- 190 PERIOD OF VALIDITY: Tenders must remain open for consideration (unless previously withdrawn) for not less than <u>90 days</u> from the date fixed for the submission or lodgement of tenders. Information on the date for possession/commencement is given in section A20.

PRICING/SUBMISSION OF DOCUMENTS

330 THE PRICED CONTRACT SUM ANALYSIS: The Contractor must complete and return with his tender the "Contract Sum Analysis" in excel format which should be based upon providing the (Employers Requirements) fully priced and totalled. The Contractor's CSA must include all items and materials included within in his tender and upon which is submitted tender is based.

The CSA shall submit a fully quantified CSA with rates extended and totalled and in the following format (Failure to do so may invalidate your tender);

340 ERRORS IN THE PRICED CONTRACT SUM ANALYSIS will be dealt with in accordance with the 'JCT 2017 Practice Notes' - Alternative 2.

If when preparing his tender, the Contractor shall find any discrepancy in or divergence between the Employers Tender Documents he shall immediately contact the CA for instructions.

- Where the Contractor fails to request such instructions and instead interprets the discrepancy for himself, the Contractor will have no claim against the Employer as a result of any subsequent decision by the CA
- PRICING OF DAYWORKS: If the overheads and profit amounts / percentages are not filled in they will be deemed to be zero.
- 350 SUBSTITUTE PRODUCTS: At the time of Tendering, substitute products will not be accepted. Should the Contractor wish to offer substitute products / materials / to those shown on the provisional drawings, details must be submitted WITH THE TENDER to the CA giving reasons for each proposed substitution. These

will be subject to Value Engineering at a meeting between Shropshire Council and the Contractor.

- QUALITY CONTROL RESOURCES: A statement must be submitted with the Contractor's programme, describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of subcontractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.
- 570 AN OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN must be submitted to the CA with the programme, and shall include the following:
 - Method statements related to the construction hazards identified in the pretender health and safety plan and/or statements on how the hazards will be addressed and list other significant hazards identified by the contractor and his proposals for dealing with them.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing other contractors and employees of health and safety hazards.
 - Selection procedures for ensuring competency of other contractors, the selfemployed and designers.
 - Procedures for communications between the project team, other contractors and site operatives.
 - Arrangements for co-operation and co-ordination between contractors.
 - Procedures for carrying out risk assessment and for managing and controlling the risk
 - Emergency procedures including fire precautions.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
 - Arrangements for collecting and collating information for the health and safety file.
 - Arrangements for welfare facilities.
 - Procedures for ensuring that all persons on site have received relevant health and safety information and any training.
 - Arrangements for consulting with and taking the views of people on site.
 - Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
 - Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
 - Review procedures to obtain feedback.
- 550 BUILDING REGULATIONS: The Contractor must engage the services of Shropshire Council Building Control Officer and provide full details of the appointed person to the CA for approval.

SUB-LETTING/SUPPLY

631 DOMESTIC SUBCONTRACTS:

Where these do not involve design, comply with the NJCC 'Code of Procedure for the Letting and Management of Domestic Subcontract Works' 1989.

Where these involve design, follow in principle the NJCC 'Code of Procedure for Selective Tendering for Design and Build' and use the current edition of Domestic Subcontract DOM/2.

MECHANICAL AND ELECTRICAL SERVICES – APPROVED CONTRACTOR LIST: The Mechanical and Electrical sub-contractors listed in the Approved Contractor List have met the criteria required to be named under Shropshire Council's Approved Contractor List. You may wish to obtain quotes from the Suppliers named under this Sub-Contractor List. Should you wish to use your own Sub-Contractors there may be further checks required to check suitability, but you are unable to use them until they have been placed on the Approved Contractor's List.

Details of suitability are found:- https://www.shropshire.gov.uk/doing-business-with-us/approved-contractor-list/

SUPPLIERS: Shall be appointed and orders for materials / products / etc. placed well in advance of their required delivery date. Any problems with delivery times, availability of items or any other circumstances which may affect the programme or require a substitution of the supplier or item shall be reported to the CA immediately. The Contractor shall report upon the current position of his supply orders at the Pre-start Meeting and successive Site Meetings.

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

- 110 DEFINITIONS: The meaning of terms, derived terms and synonyms used in the preliminaries/general conditions is as defined below or in the appropriate British Standard or British Standard glossary.
- 115 SINGLE/PLURAL: Words imparting the singular only also include the plural and vice versa when the context requires.
- 120 CA means the person nominated in the Contract as Contract Administrator or his authorised representative(s).
- 130 IN WRITING: Notify, inform, instruct, agree, confirm, obtain information, obtain / issue approval or obtain / issue instructions do so in writing.
- DRAWINGS: Drawings shall be construed as 'in writing' when issued by the CA or when used in support of or in lieu of written documents by anyone under the contract.
- 132 PRODUCTS means materials (including naturally occurring materials) and goods (including components, equipment and accessories) intended for permanent incorporation in the Works.
- 133 CROSS-REFERENCES: Where a numerical cross-reference to a specification section or clause is given on drawings or in any other document the Contractor must verify its accuracy by checking the remainder of the annotation or item description against the terminology used in the referred to section or clause.

- Where a numerical cross-reference is not given the relevant section(s) and clause(s) of the specification will apply, cross-reference thereto being by means of related terminology.
- Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to specification section dealing with general matters, ancillary products and workmanship also apply.
- The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity which he may discover.
- PROGRAMMES: issued showing a variance in progress shall be deemed to be 'notification in writing' of the possibility of delay or acceleration only if the change / revision / alteration and its affect is highlighted by colour and notation such that it stands out and is obvious to persons perusing the programme and the CA's attention is drawn to it. These changes and their consequences shall also be raised and discussed at the next Site Meeting.
- 140 APPROVAL (and words derived thereof) means the approval in writing of the CA unless specified otherwise.
- BRITISH STANDARD PRODUCTS: Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. In advance of ordering notify the CA of all such substitutions and submit for verification documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.
- 211 EQUIVALENT PRODUCTS: Where the specification permits substitution of a product of different manufacture to that specified and such substitution is desired it shall be discussed with the CA and Value Engineered. Before ordering the product submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories, and, where relevant, appearance. Submit certified English translations of any foreign language documents. Revise all Design and Site Health and Safety Plans accordingly prior to ordering.
 - Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specifications and manufacturer's guarantees to the CA.
- 220 REFERENCES TO BSI DOCUMENTS: Are to be the versions and amendments listed in the BSI Standards Catalogue 1989 and in subsequent issues of BSI Update-Standard up to the base date of the contract.

- 221 MANUFACTURER AND REFERENCE: Where used in this combination:
 - 'Manufacturer' means the firm under whose name the particular product is marketed.
 - 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.
- 270 SIZES: Unless otherwise stated:
 - Products are specified by their co-ordinating sizes.
 - Cross-section dimensions of timber shown on drawings are generally nominal sizes before any required planning, routing or finishing.
 - Cross-section dimensions of timber where finished dimensions are shown they shall be labelled 'finished size'.
 - Cross-section dimensions of proprietary and pre-finished timber (e.g. doorsets) and of manufactured boards are finished sizes.
- FIX ONLY means all labours in unloading, handling, storing, protecting and fixing in position, materials used to fix the item (e.g. screws, glue), all plant and all tools, but does not include the cost of supplying the item itself.
- SUPPLY AND FIX: Unless stated otherwise all items given in the specification and/or on the drawings are to be supplied and fixed complete.

DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER

- 410 ADDITIONAL COPIES OF DRAWINGS: Two paper copies (not counting any certified copy of the Contract Drawings) and one electronic copy of drawings will be issued to the Contractor free of charge. Additional copies will be issued on request but will be charged to the Contractor.
- 440 DIMENSIONS: The accuracy of dimensions scaled from the drawings is not guaranteed. Obtain from the CA any dimensions required but not given in on the drawings nor calculable from the drawings.

DOCUMENTS PROVIDED BY CONTRACTOR / SUB-CONTRACTORS / SUPPLIERS

AS BUILT DRAWINGS AND INFORMATION: The following must be provided to the CA not less than two weeks before the date for Completion as follows (Failure to provide information may delay Practical Completion):

Architect - drawings and Specification Structural Engineers drawings and Spec Any other design drawings/specifications

The following must be provided at Practical Completion / Handover:

Test certificates e.g. electrical testing, chlorination of water services, Emergency Lighting Testing, Fire Alarm testing, f-gas certificate (if applicable).

Building Control completion certificate EPC Certification (If applicable)

The following to be provided within one month of Practical Completion / Handover:

Building Air Pressure Test Results (If applicable) BREEAM Certificate (If applicable)

- 720 MAINTENANCE INSTRUCTIONS AND GUARANTEES: Retain copies delivered with components and equipment (failing which, obtain), register with manufacturer as necessary and hand over to CA on or before Practical Completion.
- THE SITE WASTE MANAGEMENT PLAN: To be provided by the Contractor prior to commencement of the Works and updated regularly, at least monthly, for presentation at the monthly site meetings. It is envisaged that this should; as a minimum, make reference to the quantities of materials to be used, the intended actions for overall waste minimisation with plans for on-site and off-site recycling and reuse, together with waste disposal streaming strategies. The Actual waste weight/volume taken off site will be recorded daily and the running totals also reported to the monthly site meetings.
- The Contractor shall use the WRAP format for the Site Waste Management Plan. The Contractor shall keep the Employer / CA updated with electronic copies of the WRAP spreadsheet as the document progresses.
- The Employer requires the Contractor, in consultation with the Design Team and the Employers nominated Waste Officer, to set waste targets which are a substantial reduction on the industry average. The targets must be ones which the Contractor believes to be realistic and attainable.
- The Contractor shall provide a copy of his Waste Management Policy to the Employer with his tender. During the execution of the contract the Contractor shall implement his policy as a minimum standard for waste management and shall try to improve on his policy standards when possible.

A32 MANAGEMENT OF THE WORKS

GENERALLY

- SITE MANAGEMENT: The Contractor shall operate/manage the site from offices, facilities and stores within the compound forming part of these Works. The Contractor shall not operate/manage this project from any other adjacent or local project offices /compound.
- SUPERVISION: The Contractor shall be responsible for co-ordination, supervision and administration of the Works, including all subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for co-ordination of the work.
- LIAISE: The Contractor shall place orders with and liaise with Statutory Undertakers, the Local Authority, etc where they are supplying services, drainage, etc. for the Works.

The Contractor shall liaise with the Local Authority, adjacent Contractors / Developers. The Contractor shall introduce their company and notify the surrounding properties in writing of the impending commencement of the project, contact names and telephone numbers and a brief description of the project. A warning of the dangers of building sites and trespass should also be included

- 115 CLERK OF WORKS: The CA reserves the right to be represented on site by a Clerk of Works who will monitor progress, quality of workmanship, conformity of materials to specification and the organisation of the Works on a daily basis. He will discuss any items of concern with the Contractors representative on site and report to the CA. He will also be on hand for the initial investigation of any problems arising on site prior to reporting to the CA.
- 116 PROJECT LEADER: The CA reserves the right to be represented by his nominated representation who shall be empowered to act and sign documents upon the CA's behalf.
- 120 INSURANCE: Before starting work on site submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.
- 130 INSURANCE CLAIMS: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer, the CA and the Insurers. Indemnify the Employer against any loss which may be caused by failure to give such notice.
- 140 CLIMATIC CONDITIONS: Keep an accurate record of:
 - Daily maximum and minimum air temperatures (including overnight).
 - Daily rainfall during the working day noting am or pm.
 - Wind speeds during the working day noting am or pm
 - Delays due to adverse weather, including description of the weather, type(s) of work affected and how, and number of hours lost.
- OWNERSHIP: Materials arising from the demolition works are to become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

BUILDING REGULATIONS

As stated previously - It will be the Contractor's responsibility to submit the relevant Building Regulations application and include within their tender all Building Regulation Fees and ensure full certification is supplied to the Employer at or prior to Handover.

PROGRAMME/PROGRESS

211 PROGRAMME:

Within 14 days of the date of acceptance of the tender and before starting work on site prepare in an approved form a time and progress schedule for the execution of the works, which must make allowance for all:

- Dates of Possession, Completion and Hand over
- Planning and mobilisation by the Contractor.
- Sub-contractor's work

- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions issued in regard to the expenditure of undefined provisional sums.
- Work by or on behalf of the Employer and concurrent with the Contract (see section A50) the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Requirements of Sub-Contractors and Suppliers, Local Authorities, Statutory Undertakers and any persons employed by the Employer.
- The programme must clearly identify all critical path activities.
- Where and to the extent that the programme implications for work which is not so
 defined are impossible to assess the Contractor should exclude it from his programme
 and confirm this when submitting the programme.
- Submit 2 copies to CA and retain one copy in the Contractor's site office to record progress on site.
- The schedule shall be modified or re-drafted should any circumstances arise affecting the progress of the works or when requested by the CA.
- The Programme will be a 'living document' and shall be modified / re-drafted on a weekly basis as orders are placed and work progresses on site. In addition the programme shall be modified / redrafted to demonstrate the effects of proposed changes prior to the decision to make such changes as part of the Value Engineering process. The programme shall also be modified / redrafted if any potential disruptions or other circumstances arise which may affect the progress of the Works or when requested by the CA. Potential variations are to be entered into the programme to establish whether any delays or time savings would be caused.
- SUBMISSION of programmes will not relieve the Contractor of his responsibility to apply in writing for information, instructions, drawings, etc. in accordance with the Conditions of Contract.
- 240 COMMENCEMENT OF WORK: Inform the CA at least 5 working days before the proposed date for commencement of work on site.

Prior to commencing the contractor should prepare and submit to the CA a condition survey & photographic record of all external areas affected by the works. The contactor should also check the topographical survey levels and submit this to the CA.

250 MONITORING: Record progress on a copy of the programme kept on site. If any circumstances arise that may affect the progress of the Works put forward proposals or take other action as appropriate to minimise any delay and to recover any lost time.

The contractor shall submit to the CA on a monthly basis, in time for discussion at the monthly Site Meetings, a detailed typed progress report for the Works to date, recording progress in each trade / element, delays (actual and foreseeable), weather conditions, sub-contractors and numbers and type of labour on site, statutory undertakers progress, problems encountered on site during the month and a copy of updated programme highlighting the current items on the critical path. The contractor shall update the programme monthly and should delay occur, he will include details of how the time will be recovered or if it cannot be recovered, its overall effect on the contract completion date

PROJECT SITE MEETINGS: The CA will hold project meetings at not less than monthly intervals throughout the duration of the Works. The site meetings will review progress and other matters arising from the administration of the Contract. The CA will be required to arrange and chair such meetings, and record, produce and circulate minutes. Site meetings will be normally held on a monthly basis, commencing not more than 1 month after the date of possession.

The Contractor shall attend all meetings and inform subcontractors and suppliers when their presence is required.

The Contractor shall prepare a Progress Report for each meeting consisting of the following: -

- 1. The Contractor's monthly Progress Report
- 2. The Health and Safety File update
- 3. The Handover Checklist
- 4. Risk Register review
- 5. Design update, RDD, RFIs

The Contractor shall take digital photographs of the Works at key construction stages and a minimum of 30 photographs at monthly intervals to record progress. More photographs are expected on complex projects / sections of projects.

- 270 CONTRACTOR'S SITE MEETINGS: Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.
- 290 NOTICE OF COMPLETION/PRACTICAL COMPLETION: Give CA at least **two** weeks' notice of the anticipated date of practical completion of the Works to enable his or his representatives attendance to see that the testing and commissioning procedures are adequately undertaken and comply with the relevant Specifications / Regulations.

Subject to the terms of the Scheme Contract the Works will generally be considered to be practically complete when there are no outstanding defects (except for minor remedial items or snagging) and the building can be put to its intended use, refer also to RICS Guidance note "Defects and rectification 1st edition"

Failure to provide any of the following requirements may be considered by the CA as not providing Works in accordance with the Contract and as such, may be used by the CA in determining whether practical completion has been achieved.

A handover checklist shall be provided, maintained and managed by the Contractor in the run up to PC, with columns added for each Section (Phase) as necessary (if applicable), and completed for each relevant item. The checklist shall include the following (not exhaustive):

300 ADVERSE WEATHER: Use all reasonable and suitable building aids and methods to prevent or minimise delays during adverse weather conditions i.e. take all necessary steps to protect individual work areas.

305 DELAYS: The Contractor shall strive to minimise delays irrespective of cause and shall meet and work with the Employer and CA to identify ways of overcoming delays to the construction programme. These may involve reprogramming work, altering construction methods, substituting materials, additional working hours, etc. and the effect on the programme shall be tested by observing their effect upon the critical path of the programme. Once agreement has been reached the changes shall be incorporated into the programme and any necessary Contract Administrator Instructions (CAI) issued immediately.

CONTROL OF COST – EMPLOYERS INSTRUCTIONS

- 410 QUOTATION: Generally, any additional or reduced work to be carried out as a consequence of an CAI shall be priced by the Contactor and submitted to the CA for acceptance before work commences.
- 420 EXISTING WORK: The extent and location of renewal of existing work must be agreed, at least on a provisional basis, with the CA before the work is started. Remove existing work in ways which will reasonably minimise the amount of removal and renewal.
- 440 MEASUREMENTS: Give reasonable notice to the Quantity Surveyor before covering up work that the Quantity Surveyor requires to be measured. All groundwork's levels and dimensions shall be recorded for incorporation into the Health and Safety File. Keep accurate measurements and records of all variations and for any items for which the Contractor wishes to claim monies or an extension of time. Copies of all measurements of work as carried out are to be accurate and a copy provided to the Quantity Surveyor.
- 445 REQUIREMENTS / INSTRUCTIONS FROM BUILDING CONTROL OFFICERS: Notify the CA immediately. If these incorporate items which will be of necessity covered up in a short time e.g. depth of foundation trenches, notify the QS and take measurements of the additional work.
- DAYWORK VOUCHERS: Give reasonable notice to the Quantity Surveyor of the commencement of any work for which daywork vouchers are to be submitted. Before being delivered each voucher must be:
 - Referenced to the instruction under which the work is authorised, and
 - Signed by the person in charge as evidence that the workmen's names, the time spent by each, the plant and materials shown are correct.
- INTERIM PAYMENTS: The Contractor when applying for interim certificates is to supply the CA with a completely detailed statement of the amounts due under the Contract together with all necessary supporting invoices, measurements, priced Daywork vouchers and other information. Any supporting information requested by the Quantity Surveyor after the Contractors request for payment should be supplied within 2 days or it will not be included with in the Interim Payment. Whether the supporting information is provided or not the QS is not bound to accept any or all of it as conclusive. The Contractor is to provide the CA with a Cash Flow Forecast for the project expenditure.
- 480 LABOUR AND PLANT RETURNS: Weekly return (labour and plant).

The Contractor shall, at the beginning of each week provide the CA with a daily distribution return each day for the previous week, showing the number and description of tradesmen and labourers employed on the works, including those employed by named Sub-Contractors, and the number, type and capacity of all plant currently employed on the works. If possible, these records should be signed by the Clerk of Works

PREPARATION OF THE FINAL ACCOUNT: The Contractor shall provide the Quantity Surveyor with any receipted invoices, wage sheets and other documents that he may require and give the Quantity Surveyor all necessary assistance both on his own behalf and on behalf of all sub-contractors and suppliers. The aforesaid documents shall be retained and produced, if requested by the District Auditor until the expiry of the appropriate period under the Statute of Limitations.

A33 QUALITY STANDARDS/CONTROL

MATERIALS AND WORK GENERALLY

- GOOD PRACTICE: Where and to the extent that materials and products are not fully detailed or specified they are to be:
 - Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
 - In accordance with good building practice including the relevant provision of current British Standard documents.

Workmanship shall be of good quality and shall be carried out or overseen by qualified, time served tradesmen experienced in that particular type of work.

120 GENERAL QUALITY OF PRODUCTS:

- Products to be new unless otherwise specified.
- For products specified to a British or European Standard obtain certificates of compliance from manufacturers when requested by CA.
- Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by CA.
- Ensure that the whole quantity of each product required to complete the work is of consistent kind, size, quality and overall appearance.
- Where consistency of appearance is desirable ensure consistency of supply from the same source. Unless otherwise approved do not use different colour batches where they can be seen together.
- If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory conditions.

130 PROPRIETARY PRODUCTS:

- Handle, store, prepare and use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform CA if this conflicts with any other specified requirement. Submit copies of the recommendations/instructions to CA when requested.
- Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where

- such change has occurred, inform CA and do not place orders for or use the affected products without further instructions.
- Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

140 CHECKING COMPLIANCE OF PRODUCTS:

- Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure that all products comply with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:
- The sources, types, qualities, finishes and colours are correct, and match any approved samples.
- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct. Where tolerances of components are critical; measure a sufficient quantity to ensure compliance.
- The delivered quantities are correct, to ensure that shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

150 PROTECTION OF PRODUCTS:

- Prevent over-stressing, distortion and any other type of physical damage.
- Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work
- Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.
- Prevent excessively high or low temperatures and rapid changes of temperature in the products.
- Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
- Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.
- Keep different types and grades of products separately and adequately identified.
- So far as possible keep products in their original wrappings, packaging or containers, until immediately before they are used.
- Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
- Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.
- SUITABILITY OF RELATED WORK AND CONDITIONS: Ensure that all trades are provided with necessary details of related types of work. Before starting each new type or section of work, ensure that:

- Previous, related work is appropriately complete, in accordance with the project documents, to a suitable standard and in a suitable condition to receive the new work.
- All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
- The environmental conditions are suitable, particularly that the building is suitably weather-tight when internal components, services and finishes are installed.
- 170 GENERAL QUALITY OF WORKMANSHIP: Operatives must be appropriately skilled and experienced for the type and quality of work.

Take all necessary precautions to prevent damage to the work from frost, rain and other hazards. Inspect components and products carefully before fixing or using and reject any which are defective.

Fix or lay securely, accurately and in alignment. Provide suitable tight packing at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over-tighten fixings. Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.

Ensure that all moving parts operate properly and freely. Do not cut, grind or plane prefinished components and products to remedy binding or poor fit without approval. Problems with manufactured materials and components should be referred to the manufacturer in the first instance and their representative invited to inspect the problem.

180 BS 8000: BASIC WORKMANSHIP: Where BS 8000 gives recommendations on particular working methods or other matters which are properly within the province and responsibility of the Contractor, compliance therewith will be deemed to be a matter of general industry good practice and not a specific requirement of the CA under the Contract.

If there is any conflict or discrepancy between the recommendations of BS 8000 on the one hand and the project documents on the other, the latter will prevail.

- 190 WATER FOR THE WORKS: Clean and uncontaminated. If other than mains supply is proposed provide evidence of suitability. Test to BS 3148 if instructed.
- 191 ZERO DEFECTS: The Employer requires the contractor to aim for zero defects at Practical Completion of the works.
- 192 LATENT DEFECTS (NEW/EXISTING BUILDINGS): The Contractor is required to assume full responsibility for all defects, latent or otherwise, in respect of New Buildings or other works undertaken by the Contractor pursuant to the Scheme Contract.

Responsibility for defects in Existing Buildings shall be set out in the Scheme Contract.

SAMPLES/APPROVALS

- APPROVAL OF PRODUCTS: Where approval of a product is specified the Contractor shall submit samples or other evidence of suitability. Do not confirm orders or use the product until approval of the sample has been obtained. Retain approved sample in good, clean condition on site. Ensure that the product used in the Works matches the approved sample.
- SAMPLES OF FINISHED WORK: Where samples of finished work are specified obtain approval of the stated characteristic(s) before proceeding with the Works. Retain approved sample in good, clean condition on site. Ensure that the relevant characteristic(s) of the Works match the approved characteristic(s) of the sample. Remove samples which are not part of the finished Works when no longer required.
 - Sample panels (size 6 bricks wide x 13 courses high) shall be required for each type of facing brickwork.
 - Sample panels (size 4 blocks wide x 5 courses high) shall be required for each type of fair face blockwork.
 - Sample panels (size approx. 1m x 1m) shall be required for each example of render finish and paving's etc.
 - Samples shall be required for paint finishes, ironmongery, electrical fittings, door finishes/veneers, floor finishes, ceiling tiles etc these may be in the form of swatches.
 - Samples to be provided by the Contractor as necessary to discharge Planning Conditions
- APPROVALS: Where and to the extent that products or work are specified to be approved or the CA instructs or requires that they are to be approved, the same must be supplied and executed to comply with all other requirements and in respect of the stated or implied characteristics either:
 - To the express approval of the CA or
 - To match a sample expressly approved by the CA as a standard for the purpose.
- APPROVALS: Inspection or any other action by the CA must not be taken as approval of products or work unless the CA so confirms in writing in express terms referring to:
 - Date of inspection
 - Part of the work inspected
 - Respects or characteristics which are approved
 - Extent and purpose of the approval
- 250 INSPECTIONS: The contractor shall pay all Building Control fees and charges for vetting and inspections.
- 251 EMPLOYER: The Employer reserves the right to carry out periodic inspections in addition to any inspection carried out by the CA or his representatives and consultants.
- ACCEPTANCE: The works will not be accepted by the Employer unless the following have been completed:
 - 1. The works are complete in accordance with the Tender Documents.
 - 2. Gas, electrical, plumbing and mechanical installations and appliances have been demonstrated to be working correctly.

- 3. The Works must be thoroughly clean throughout.
- 4. All paint work must be dry.
- 5. No tools, materials or equipment are left in or around the Works.
- 6. A ladder and lighting is available to allow inspection within roof voids.
- 7. Three sets of keys are provided, all tried, tested and fully labelled.
- 8. The necessary statutory inspections have been carried out (e.g. Building Inspector, Statutory Undertakings) and any relevant Certificates are available. Instruction booklets are available for all installed appliances, heating systems, and the electrical circuits shall be fully labelled within the consumer units, etc.

ACCURACY/SETTING OUT GENERALLY

- 310 ACCURACY OF INSTRUMENTS: Use instruments and methods described in BS 5606, Appendix A.
- 321 SETTING OUT: Set up accurate temporary bench marks, protect them against corruption and maintain them until the end of the contract period. Check the levels and dimensions of the site against those shown on the drawings and record the results on a copy of the drawings, Notify CA in writing of any discrepancies and obtain instructions before proceeding.
- 322 SETTING OUT: Inform CA when overall setting out is complete and before commencing construction.
- 340 APPEARANCE AND FIT: Arrange the setting out, erection, juxtaposition of components and application of finishes (working within the practical limits of the design and the specification) to ensure that there is satisfactory fit at junctions, that there are no visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.
 - Wherever satisfactory accuracy, fit and/or appearance of the work are likely to be critical or difficult to achieve, obtain approval of proposals or of the appearance of the relevant aspects of the partially finished work as early as possible.
 - Without prejudice to the above and unless specified otherwise, tolerances will (where applicable) be not greater than those given in BS 5606, Tables 1 and 2.
- 370 LEVELS OF STRUCTURAL FLOORS: Maximum tolerances for designed levels to be as follows:
 - Floors that are to be self-finished and floors to receive sheet or tile finishes directly bedded in adhesive: +/-3 mm.
 - Floors to receive dry board/panel construction with little or no tolerance on thickness: +/- 3 mm.
 - Floors to receive fully bonded screeds/toppings/beds: +/-10 mm.
 - Floors to receive un-bonded or floating screeds/beds: +/-10 mm.
- 380 RECORD DRAWINGS: Record details of all grid lines, setting-out stations, benchmarks and profiles on the site setting-out drawing. Retain on site throughout the contract and hand to CA on completion.

SERVICES GENERALLY

- 410 SERVICES REGULATIONS: Any work carried out to or which affects new or existing services must be in accordance with the Bye Laws or Regulations of the relevant Statutory Authority.
- 420 SERVICE RUNS: Make adequate provision for services, including unobstructed routes and fixings. Wherever possible ducts, chases and holes are to be formed during construction rather than cut.
- 440 ELECTRICAL SERVICES must have final tests and commissioning carried out so that they are in full working order at practical completion.
- TEMPORARY SERVICES FOR THE WORKS: The Contractor shall arrange for all necessary temporary services and arrange to have them operational for the commencement of work on site and for them to remain until no longer required when they shall be removed.

SUPERVISION/INSPECTION/DEFECTIVE WORK

- SUPERVISION: General: In addition to the constant management and supervision of the works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress. Replacement: Give maximum possible notice before changing person in charge or site agent.
- 515 CO-ORDINATION OF ENGINEERING SERVICES: The site organisation staff must include one or more persons with appropriate knowledge and experience of electrical engineering services to ensure co-ordination and compatibility between engineering services, one with another and each in relation to the Works generally. Submit to the CA, when requested, CVs or other documentary evidence of the qualifications of the staff concerned.
- PERSON-IN-CHARGE: Provide written details of the qualifications and experience of the proposed person in charge. Give maximum possible notice to CA before changing the person-in-charge and provide CA with the details of the replacement person's qualifications and experience.
- OVERTIME WORKING: Should the CA specifically order in writing for overtime to be worked then the Contractor will be entitled to recover the net additional cost of such overtime. Claims for such overtime must be presented to the CA in the week following the week for which a claim is made, and the Contractor must supply the Quantity Surveyor with any material he requests to allow him to check the claim. Whenever overtime is to be worked, give CA not less than 48 hours' notice, specifying times, types and locations of work to be done. Concealed work executed during overtime for which notice has not been given may be required to be opened up for inspection and reinstated at the Contractor's expense.
- DEFECTS IN EXISTING CONSTRUCTION to be reported to CA without delay. Obtain instructions before proceeding with work that may:
 - Cover up or otherwise hinder access to the defective construction, or
 - Be rendered abortive by the carrying out of remedial work.

- ACCESS FOR INSPECTION: Give CA not less than 48 hours' notice before removing scaffolding or other facilities for access.
- 558 COMMISSIONING AND PERFORMANCE TESTING OF BUILDINGS GENERALLY:
 To ensure that installations and all working components of the new building are
 operating satisfactorily the building must be fully commissioned and tests carried out
 as part of the contract prior to Practical Completion of the works. Performance testing
 by the Employer's representative will continue during the Defects Liability Period. The
 Contract will not be considered complete until commissioning and performance testing
 has been satisfactory carried out.

The Contractor should, during the tendering period obtain from any Sub-contractors the time they require for commissioning and performance testing and allow within his Master Programme for commissioning and performance testing and for all costs for commissioning and performance testing.

559 COMMISSIONING MEETING: A commissioning meeting will be arranged to enable inspections and checks to be made to ensure that where applicable the installations, equipment and the working components of the building are operating satisfactorily before practical completion.

The following to be present at the commissioning meeting:

- Project Team Leader
- Project Service Engineers
- Contractor's representative
- Sub-Contractor's representative

Any defect revealed must be dealt with immediately to ensure that remedial work is completed before the proposed handover date. At the commissioning meeting a record will be presented of those elements which met the requirements of commissioning and performance testing and those which do not satisfy the requirements.

- TIMING OF TESTS AND INSPECTIONS: Agree dates and times of tests and inspections with CA several days in advance, to enable the CA and other affected parties to be present. On the previous working day to each such test or inspection confirm that the work or sample in question will be ready or, if not ready, agree a new date and time.
- TEST CERTIFICATES: Submit a copy of each certificate to the CA as soon as practicable and keep copies of all certificates on site.
- PROPOSALS FOR RECTIFICATION OF DEFECTIVE WORK/PRODUCTS: As soon as possible after any part(s) of the work or any products are known to be not in accordance with the Contract, or appear that they may not be in accordance, submit proposals to CA for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.
 - Such proposals may be unacceptable to the CA and he may issue contrary instructions.
- 580 MEASURES TO ESTABLISH ACCEPTABILITY: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:
 - will be at the expense of the Contractor, and
 - will not be considered as grounds for extension of time.

- QUALITY CONTROL: Establish and maintain procedures to ensure that the Works, including the work of all subcontractors, comply with specified requirements. Maintain full records, keep copies on site for inspection by the CA, and submit copies of particular parts of the records on request. The records must include:
 - Identification of the element, item, batch or lot including location in the Works.
 - The nature and dates of inspections by the Contractor or CA, tests and approvals.
 - The nature and extent of any non-conforming work found.
 - Details of any corrective action.

WORK AT/OR AFTER COMPLETION

610 GENERALLY:

- Make good all damage consequent upon the work.
- Remove all temporary markings, coverings and protective wrappings unless otherwise instructed.
- Clean the Works thoroughly inside and out, including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials consequent upon the execution of the work.
- Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials or construction.
- Obtain COSHH dated data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
- Touch up minor faults in newly painted/repainted work, carefully matching colour, and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- Adjust, ease and lubricate moving parts of new work as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- TRAINING: At Completion, at a time or times mutually agreed, the Contractor shall arrange for the CA and End-user staff to be trained in the safe use, cleaning and routine maintenance of the equipment, M&E installations, fittings and furnishings, floor, wall and ceiling finishes, etc. Sub-contractors shall be on hand to demonstrate the various processes.
- DRAIN TESTING: In Addition to any testing required by the Local Authority the contractor is to procure the services of a specialist contractor to carry out a full CCTV survey and test of all the foul and surface water drainage installation and hand to the CA prior to handover. The contractor will be required at their own cost to carry out any remedial work arising from the testing and reports prior to handover.
- SECURITY AT COMPLETION: Leave the Works secure with all accesses locked. Account for and adequately label all keys and hand over to Employer with itemised schedule, retaining duplicate schedule signed by Employer as a receipt.
- MAKING GOOD DEFECTS: Make arrangements with the CA and give reasonable notice of the precise dates for access to the various parts of the Works for purposes

of making good defects. Inform CA when remedial works to the various parts of the Works are complete

A34 SECURITY/SAFETY/PROTECTION GENERALLY

120 THE CONSTRUCTION PHASE HEALTH & SAFETY PLAN, developed from the information provided (see section A30) must be submitted to the CA not less than 5 working days prior to the proposed date for commencement of construction work. Do not start construction work until the Employer has confirmed in writing that in his view the Construction Phase Health and Safety Plan includes the procedures and arrangements required by CDM Regulations 23(1) (a), 23(2) and 22(1) (c). The Contractor shall be deemed to have allowed in his tender for all work and procedures required by the CDM Regulations.

125 WORK PEOPLE/HEALTH AND SAFETY: Comply with the following:

- The whole of the Clauses (including Codes of Welfare Conditions) given in the current Working Rule Agreement for Building Trade Operatives in the district in which the works are situated and as approved by the National Joint Council for the building industry.
- The Health and Safety at Work Act 1974
- The Construction (Design and Management) Regulations 2015
- The Temporary or Mobile Construction Sites Directive
- The Control of substances Hazardous to Health Regulations 1988-provide COSHH Assessments
- Manual Handling Operations Regulations 1992
- The Provision & Use of Work Equipment Regulations 1992
- Personal Protective Equipment At work Regulations 1992
- The Control of Noise At Work Regulations 2005
- The Safety Signs Regulations 1994
- The Management of Health and safety at Work Regulations 1999 and with the current requirements of any other Act, Regulations or Order in Council relevant to the works
- 128 HARD HATS: the site shall be a hard hat site.
- SECURITY: Adequately safeguard the site, the works, products, materials, including those set aside for re-use, plant, and any existing buildings affected by the Works from damage and theft. <u>Take all reasonable precautions to prevent unauthorised access to the site</u>, the works and adjoining property.
- 140 PLANT, MACHINERY, ETC: all plant, machinery, tools, gas cylinders, equipment, etc. shall be locked away within storage containers, storage racks or suitably disabled from being activated by vandals or other parties outside the Contractors working hours each day. Water hoses, ropes, cables, etc should be coiled up and stored when not in use.
- 150 CLEAN AND TIDY SITE: the Contractor shall keep the Works and surrounding area in a clean and tidy condition. He shall each working day regularly inspect the Works and ensure that all materials are properly stacked/stored in the work area, that all waste is removed from underfoot as work proceeds, that dust is kept to a minimum, that work areas are properly and adequately cleaned between trades / operations. All fastenings,

- off-cuts, etc are to be picked up from the surfaces of the Works to be re-cycled on site where possible or otherwise removed from site for sustainable disposal.
- STABILITY: Accept responsibility for the stability and structural integrity of the works during the Contract, and support as necessary. Prevent overloading: details of design loads may be obtained from CA.
- 165 IDENTIFICATION CARDS: All the Contractors site personnel, sub-contractors, etc. shall each be provided with an identity card by the Contractor of a type approved by the Employer.
 - These cards are to be carried at all times when on site and are to be shown to upon request. The Contractor shall appoint a representative on site (e.g. the Site Agent) who shall be responsible for recording the names of people issued with the cards and the date when returned. The Employer shall not be responsible for any claims for delay or disruption caused by personnel being refused entry to the site when unable to produce an identity card upon request.
- 170 EMPLOYER'S REPRESENTATIVES SITE VISITS: Inform the CA in advance of all safety provisions and procedures (including those relating to materials which may be deleterious) which will require the compliance of the Employer or his representatives when visiting the site. Provide protective clothing and/or equipment for the Employer and his representatives as appropriate. If their visit is inconvenient or potentially dangerous the Contractor shall deny access. All visits by the Employer's representatives must have a Contractor's representative to guide them around the Works.
- 172 EMPLOYER'S HEALTH AND SAFETY MANAGER SITE INSPECTION: shall be given access to the Works and shall be accompanied by the Contractor to carry out a site inspection during normal working hours. Any problems, concerns or comments arising from the inspection shall be discussed with the Contractors Site Agent / Foreman on site at the time and solutions sought. A copy of any written report will be made available to the Contractor and if necessary, a meeting between the Employer's Health & Safety Manager and the Contractor's Director/Manager shall be held to discuss the report and resolve any problems/concerns.
- 175 EMERGENCY CONTACT: Before commencing site operations, the Contractor will produce in consultation with the CA, Employer, etc., a list of emergency contact names, telephones and fax numbers to be circulated to all contractual parties

PROTECT AGAINST THE FOLLOWING

221 NOISE:

- Comply generally with BS 5228.
- Noise levels from the works, vehicles and plant are to be kept below 80dB (A) when measured from source.
- Fit all compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.
- Do not use pneumatic drills and other noisy appliances outside specified working hours without consent of the CA.
- Do not use or permit employees to use radios or other audio equipment.

- 230 POLLUTION: Take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways. If pollution occurs, inform the appropriate Authorities and the CA without delay and provide them with all relevant information.
- NUISANCE: Take all necessary precautions to prevent any nuisance caused to the operation of the building and adjacent properties from smoke, dust, rubbish, noise, storage of materials, parking or movement of vehicles and plant, delivery of materials and other causes. Radios are strictly forbidden.
- 260 FIRE: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire. Comply with the Joint Code of Practice 'Fire Prevention on Construction Sites' published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors' Group.

 Smoking or vaping will not be permitted on the site.
- BURNING ON SITE: the burning of waste materials, packaging or other items arising from the works is permitted.
- TRESPASS: Provide for taking reasonable precautions to prevent workmen, including those employed by Sub-Contractors, from trespassing on adjoining owner's property or any part of the premises which are not affected by the works. The Contractor shall be held liable in the event of such trespass and shall make good at his own expense any damage and replace anything that may be stolen or lost.
- 270 WATER: Prevent damage from storm and surface water (and allow for keeping the site and excavations free of water).
- 275 PROTECTING FROM THE WEATHER: Maintain, where practicable, continuity of working and productivity during inclement weather, by covering and protecting the works and adjacent affected property to minimise any loss or delay.
- BAD WEATHER WORKING: The Contractor will be permitted to continue working during cold and bad weather provided that the recommendations contained in the following publications by HMSO are adopted to prevent or minimise any delays, and to the extent to which he has done so will be taken into account when assessing any extension of time which may be given under clause 2.3 of the Conditions of Contract for exceptionally adverse weather conditions:-

D of E Building in Bad Weather (Circular 65/67)

D of E Winter Building Booklet and Advisory Leaflets: -

No. 7 Concreting in Cold Weather

No. 8 Bricklaying in Cold Weather

No.40 Weather and the Builder

No. 59 Electricity on Building Sites

No. 60 Ready Mixed Concrete

- 280 MOISTURE: Prevent the work from becoming wet or damp where this may cause damage. Dry out the Works thoroughly. Control the drying out and humidity of the Works and the application of heat to prevent:
 - Blistering and failure of adhesion.
 - Damage due to trapped moisture.

- Excessive movement.
- DAMAGE TO MATERIALS ON SITE: Ensure that all materials for inclusion in the Works are properly stored to prevent damage from the weather or physical damage. Prevent attack or infestation by wildlife. Maintain the correct moisture content for the materials consistent with their use. Prevent theft of the materials. Inspect all material storage daily.

290 WASTE:

- Remove daily, rubbish, debris, surplus material and spoil, and keep the site and Works clean and tidy.
- Remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.
- Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.
- Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner, as approved by a Waste Regulation Authority and in accordance with relevant regulations.
- Retain waste transfer documentation on site.

Should it be shown to the satisfaction of the CA that any rubbish, surplus material and the like have been deposited elsewhere other than at an approved tipping area, the Contractor will be held responsible for clearing away such deposits at his own cost and ensuring they are legally disposed.

300 ELECTROMAGNETIC INTERFERENCE: Take all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the site.

PROTECT THE FOLLOWING:

- 420 EXISTING SERVICES: Notify all service authorities and/or adjacent owners of the proposed works not less than one week before commencing site operations.
 - Before starting work check positions of existing mains/services. Where positions are not shown on drawings obtain relevant details from service authorities or other owners. Observe service authority's recommendations for work adjacent to existing services. Adequately protect and prevent damage to all services. Do not interfere with their operation without consent of the service authorities or owners.
 - If any damage to services results from the execution of the Works, notify CA and appropriate service authority without delay. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor's liability.
 - Replace any marker tapes or protective covers disturbed during site operations to the service authority's recommendations.
- 430 ROADS, CAR PARKS & FOOTPATHS: Adequately maintain roads and footpaths within and adjacent to the site and keep clear of all mud and debris. Prevent mud and debris being swept or carried into adjacent buildings. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.

- 431 CLEANING: The contractor shall clean affected areas of public roads and car parks twice each day with a mechanical road sweeper when excavated material is being removed from site and/or fill material is being delivered to site. At all other times the Contractor shall clean the roads every second day, unless conditions dictate a greater frequency, or the CA agrees that less frequent cleaning is required (subject to review at any time) in which case such agreement shall be recorded in writing.
- FAILURE TO CLEAN: Should the Contractor fail to clean the roads adequately or frequently enough the Employer may have the roads cleaned by others and deduct the cost from the Contract Sum.
- 440 TREES/HEDGES/SHRUBS/LAWNS: Adequately protect and preserve, except those which are to be removed. Replace to approval or treat as instructed any species or areas damaged or removed without approval.
- TREES TO BE RETAINED: For all trees identified for being retained:
 Provide, erect, maintain and alter as necessary for the duration of the works 1200mm high cleft chestnut fencing to identified trees at the furthest extent of the branch spread.
 Unless specified otherwise do not:
 - Dump spoil, rubbish or materials within the branch spread.
 - Excavate or disturb the topsoil within the branch spread.
 - Change level of ground within an area 3 m beyond the branch spread.
- 450 EXISTING FEATURES: Prevent damage to existing buildings, fences, gates, walls, roads, paved and grassed areas and other site features which are to remain in position during the execution of the Works. Any damage caused shall be made good in accordance with the CA's instructions at the expense of the Contractor.
- 460 EXISTING WORK: Prevent damage to existing property undergoing alteration or extension and make good to match existing any defects so caused. Remove existing work the minimum necessary and with care to reduce the amount of making good to a minimum.
- 465 BUILDING INTERIORS: Protect building interiors exposed to weather during the course of alteration work with temporary enclosures of sufficient size to permit execution of the work and which will remain weather-tight in severe weather
- ADJOINING PROPERTY: Prevent trespass of workpeople. Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners if required to erect scaffolding on or otherwise use adjoining property and pay all charges. Remove and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Works.

490 EXISTING STRUCTURES:

- Support existing structure as necessary during cutting of new openings or replacement of structural parts.
- Do not remove supports until new work is strong enough to support the existing structure.
- Prevent overstressing of completed work when removing supports.

A35 SPECIFIC LIMITATIONS ON METHOD/SEQUENCE/TIMING

- 110 SCOPE: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.
- 140 ACCESS TO THE SITE: See section A12.
- 150 USE OF THE SITE: See section A12.
- SCAFFOLDING: Ensure that standing scaffolding is erected early enough and/or dismantled late enough to suit the programmes of all subcontractors. The contractor is to obtain all licences/permits and bear all costs in connection with erecting, maintaining and removal of scaffolding in public footpaths/roads
- As the Employer is also the Local Authority the Contractor must not expect the Employer to intervene in any matters between the Contractor, his Agents or Sub-Contractors etc., and the Local Authority in its roles as Planning Authority, Building Regulation Authority and any other Statutory or Agency roles carried out by them.
- 170 WORKING HOURS: The contractor will normally work within the nationally recognised hours each day. Should the contractor wish to work additional hours he should write to the CA requesting permission to do so, such permission will not be unreasonably withheld.
- 171 RESTRICTIONS TO WORKING HOURS: The Contractor should note any peak times and allow for such in his programme of works. Deliveries of materials are to be avoided during such peak times.

A36 FACILITIES/TEMPORARY WORK/SERVICES

GENERALLY

- 110 LOCATIONS: Inform CA of the intended siting of all spoil heaps, temporary works and services
- MAINTAIN, alter, adapt and move temporary works and services as necessary. Remove when no longer required and make good.

ACCOMMODATION

- 205 RATES ON TEMPORARY BUILDINGS: The Contractor shall allow for the payment of rates on temporary buildings, together with any costs in connection therewith.
- WELFARE FACILITIES: Provide and maintain additional welfare facilities that may be required to ensure conformance with Schedule 2 of the Construction (Design and Management) Regulations 2015.
- 310 ROADS: Permanent roads, hard-standings and footpaths on the site may be used, subject to clause A34/430. The contractor is to arrange and bear all costs in connection with the temporary closure of any public footpaths and roads to enable the construction of the works.

- 315 TEMPORARY ROADS AND HARDSTANDINGS: Allow for forming all hard-standings and temporary roads necessary for the construction work. Maintain, adapt and remove them as necessary and reinstate the ground on completion to the approval of the C.A.
- 320 TEMPORARY FENCE(S), HOARDING(S) & SCREEN(S): Provide and maintain all necessary temporary fencing, fans, planked footways, guard rails, gantries and the like for the proper execution of the work, for the protection of the public and the occupants of the premises and for meeting the requirements of any local or other authority and alter, shift and adapt from time to time as necessary.
- NAME BOARDS/ADVERTISEMENTS: Allow for the supply and erection of two identical signboard(s) (one to each end of the site) of a suitable construction for the duration of the works, the display boards are to be supplied by the Employer. The Contractor may erect two similar signboards no larger than 2.40m x 1.20m for his own use and that of sub-contractors.

 The signboards and their siting shall be approved by the CA before fixing.

 No advertisement on behalf of the Contractor or others employed on the works, other than these boards, will be allowed on the site unless the CA gives his prior consent in writing. Provide for dismantling and removing of the boards and the return to all parties their name-boards upon completion of the Works.
- 410 TEMPORARY LIGHTING: During finishing work and inspection provide temporary lighting, the intensity and direction of which closely resembles that provided by the permanent installation.
- 420 LIGHTING AND POWER: Provide as soon as practicable after the Date of Possession a separately metered, temporary on-site power supply, for use by the Contractor and Subcontractors, and pay all charges. Meter readings to be taken and recorded in the presence of the CA. The Employer will not be held responsible for the effects of any failure or restriction in supply.
- WATER: Arrange a temporary water supply for use by the Contractor and Subcontractors for the duration of the Works and pay all charges.
- DRYING OUT: The Contractor is to allow for drying out and controlling the humidity of the building by artificial means, if required, to facilitate the progress and completion of all builder's work and in preparation for the laying of floor coverings, the fixing of joinery, suspended ceilings and other specialists work. Provide all necessary temporary equipment fuel and/or power and the requisite attendance, including any required at night, weekends and public holidays. As an alternative, or in addition to temporary equipment referred to above the new permanent heating installation may be used for drying out the Works and controlling temperature and humidity levels, but:
 - The CA must be notified in writing that the installation is being used for this purpose.
 - The Employer does not undertake that it will be available.
 - The Contractor must take responsibility for operation, maintenance and remedial work, and arrange supervision by and indemnification of the appropriate Subcontractors, and pay all costs arising.
- BENEFICIAL USE OF INSTALLED SYSTEMS: Unless specific permission is given by the Employer and installer, the permanent supply, disposal, mechanical, electrical,

communications, transport and access systems may not be used for any purpose other than running in, testing and commissioning. Where permission is given for any other use of a system before practical completion of the works it must be subject to a separate written agreement between the parties and in accordance with the recommended procedures given in NJCC Guidance Note 10.

- METER READINGS: Where charges for service supplies need to be apportioned ensure that meter readings are taken by relevant authority at possession and/or completion as appropriate. Ensure that copies of readings are supplied to interested parties.
- 510 THERMOMETERS: Provide onsite and maintain in accurate condition:
 - A maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.
 - A thermometer for measuring concrete and ground temperature.
- 520 SURVEYING EQUIPMENT: Provide onsite and maintain in accurate condition for setting out and checking / confirming finished levels.

A37 OPERATION/MAINTENANCE OF THE FINISHED BUILDING

100 THE HEALTH & SAFETY FILE

It is Shropshire Council's requirement that the Health and Safety File for this project is produced

one hard copy and one electronic copy on disc (CD or DVD dependant on memory requirement).

The contractor will also be required to provide in electronic format a separate copy of the Health and Safety File.

- 1. Full record of as-built drawings and exactly what activities were carried out where, and which materials were used in each location;
- 2. Complete list of materials used (manufacturer and specification, name, address and tel. no. of suppliers) together with all manufactures warranties and guarantees.
- 3. Information concerning working procedures applicable to the construction of the end product particularly details of difficulties encountered;
- 4. Testing / commissioning certificates;
- 5. COSHH data sheets;
- 6. Information on any residual hazards and how these have been addressed (e.g. surveys or other information concerning, buried services, contaminated land);
- 7. Information regarding maintenance aspects of the contractor designed element which may have health and safety implications.

Any material that is not submitted in the required format as detailed below will be rejected and must be re-submitted in the required formats.

Requirements for Electronic Health and Safety File:

- 1. Drawings are to be in .dwg AutoCAD 2007 format and pdf;
- 2. Manufacturers' literature to be provided as electronic documents or scanned in as Adobe .pdf;
- 3. Operating and Maintenance (O & M) manuals to be received in Microsoft Word .doc format, with drawings as stipulated in (i) and suppliers' information as stipulated in (2);
- 4. All O & M manuals report sections must refer to specific manufacturers' literature included within the Health and Safety File, and not stipulate eg, "refer to Section 7 for all lighting suppliers' details" or similar;
- 5. Any material that has been scanned in must be legible.
- 6. Photographs should be in .jpg format, and titled with topic, site location and date taken. Additionally, photographs must be taken throughout the build project on a weekly basis to record progress and must include key elements such as foundation pours, frame construction etc.
- 7. Programmes are to be available in .jpg or .pdf format.
- 8. When information is issued to the Employer, the documents must be correctly labelled and indexed. For example, if a suppliers' data sheet is several pages long, it should be saved into a folder titled as the name of the product and each individual page numbered appropriately.
- 9. Details of cleaning procedure and schedules in pdf format.

200 THE CLEANING MANUAL

The Principal Designer shall assist the Design Team in managing the preparation of the cleaning instructions to ensure that the Client is supplied with one copy at handover.

- As a minimum the Cleaning Manual supplied to the client shall include details of cleaning procedures and schedules.
- The Cleaning Manual is to be supplied in a slim red 4-ring binder. Standard templates for the spine and front cover are available on request.
- 210 PROVISIONAL INFORMATION ON SERVICES: Provide the CA with relevant drawings and preliminary performance data at the commencement of commissioning to enable the Employer's staff to familiarize them with the installation.
- 220 TRAINING OF EMPLOYER'S STAFF: Before Practical Completion explain and demonstrate to the Employer and the tenants to plots 5A and 5C the purpose, function and operation of the installations including all items and procedures listed in the Building Manual. Include for not less than two operating days for this purpose.

A38 PERFORMANCE BOND

100 GENERALLY: The Employer requires the Contractor to provide a Performance Bond with the Employer as beneficiary. The Bond shall identify the Contractor by the name under which he has tendered and entered into the contract.

The events that the Employer requires the Contractor to specifically guarantee by the Guarantor within a performance bond are any breach of Contract by the Contractor or the insolvency of the Contractor as described in clause 8.1 of the Contract.

A draft Performance Bond is included within the tender documentation for your information.

The Bond forms part of the Tender Documents and the cost of taking out the Bond shall be included within the contractor's tender.

The Bond must be in place prior to work commencing on site.

- 110 PARENT COMPANY GUARANTEE: is acceptable if applicable
- 115 UNCASHED CONTRACTORS CHEQUE HELD BY THE EMPLOYER: is NOT acceptable.
- 120 UNCASHED BANKERS DRAFT / CHEQUE: may be acceptable but would need investigation and discussion prior to commencing work on site.

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

110 MANAGEMENT AND STAFF: Provide for all on and off-site management costs

		Setting up & Removal Costs	Time Related Costs
115	SITE AGENT / FOREMAN		
120	SITE ENGINEER		
130	QUANTITY SURVEYOR		
140	HEAD OFFICE		
150	SITE LABOUR		
160	SITE WASTE MANAGEMENT (see A31/740)		
162	PERFORMANCE BOND (see A38)		
165	HEALTH & SAFETY OFFICER		
170	ADDITIONAL STAFF REQUIRED BY CONTRACTOR Insert below further cost items as may be required by the Contractor.		
	To Collection	£	£

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

For details of site accommodation required or made/not made available by the Employer see section A36.

SITE ACCOMMODATION: Provide and maintain all necessary site accommodation for the Contractor's use, including all lighting, heating and water as necessary. Provide for costs for giving notices and paying fees to local authorities and public undertakings. Pay all rates, taxes or other charges on temporary buildings-position on site as directed by the CA and clear away on completion and make good all disturbances and damage to the site.

		Setting up &	Time Related
		Removal Costs	Costs
115	SITE OFFICES		
125	SITE MEETING ROOM		
130	STORAGE CONTAINERS		
140	CANTEEN / MESSROOM		
150	TOILETS, WASHING FACILITIES		
160	DRYING FACILITIES FOR CLOTHING		
200	ADDITIONAL ACCOMMODATION ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	£	£

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

For details of services and facilities required or made/not made available by the Employer see section A36.

		Setting up & Removal Costs	Time Related Costs
110	POWER		
120	LIGHTING		
130	FUELS (excluding fuels for testing and commissioning)		
140	WATER		
150	TELEPHONE AND ADMINISTRATION		
160	SAFETY, HEALTH AND WELFARE (see A34)		
170	STORAGE OF MATERIALS (see A33/150)		
180	RUBBISH DISPOSAL (see A34/290)		
190	CLEANING (see A33/610)		
220	SECURITY (see A34/130)		
230	MAINTAIN PUBLIC AND PRIVATE ROADS (see A34/430)		
240	DRYING OUT (see A34/280 & A34 /461)		
250	PROTECTION OF WORK IN ALL SECTIONS (see A34/410)		
260	SMALL PLANT AND TOOLS		
300	ADDITIONAL SERVICES & FACILITIES ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	£	£

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

		Setting up & Removal Costs	Time Related Costs
110	CRANES		
120	HOISTS		
125	PILING PLANT (if required)		
130	PERSONNEL TRANSPORT		
140	TRANSPORT		
145	TRANSPORTING MATERIALS ON SITE		
150	EARTHMOVING PLANT		
160	CONCRETE PLANT		
180	PAVING AND SURFACING PLANT		
190	MAINTENANCE OF SECURITY HOARDING TO BOUNDARY OF SITE AND COMPOUND		
250	ADDITIONAL MECHANICAL PLANT ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	£	£

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

For details of temporary works required or made/not made available by the Employer see section A36.

		Setting up & Removal Costs	Time Related Costs
110	TEMPORARY ROADS		
120	TEMPORARY WALKWAYS		
130	ACCESS SCAFFOLDING		
140	SUPPORT SCAFFOLDING AND PROPPING		
150	HOARDINGS, FANS, FENCING, ETC.		
160	HARDSTANDING		
170	TRAFFIC REGULATIONS		
250	ADDITIONAL TEMPORARY WORKS ITEMS: Insert below further cost items as may be required by the Contractor.		
	To Collection	£	£

A50 WORK/PRODUCTS BY/ON BEHALF OF THE EMPLOYER

- 510 PRODUCTS provided by or on behalf of the Employer:
 - Details of such products are given in the relevant work sections, for fixing by the Contractor.
 - Take delivery, check against receipts and take into appropriate storage.
 - Use for no other purpose than the Works.
 - Keep safe any surplus to requirements and obtain instructions in relation thereto.
- A51 NOMINATED SUBCONTRACTORS
 Not applicable
- A52 NOMINATED SUPPLIERS Not applicable
- **A53 STATUTORY UNDERTAKERS**

Refer to the Mechanical and Electrical Specification / Development Brief.

- A54 <u>UNDEFINED PROVISIONAL SUMS</u> include the following provisional sums to be carried out / spent only as directed in writing by the CA.
- 1000 CONTINGENCIES: Include the Provisional Sum of £15,000.00 (Fifteen thousand pounds) to be expended in part or whole as directed by the CA. Any contingency that is not used is to be deducted from the contractor's final account.

(Other Provisional Sums found on drawings)

A55 DAYWORKS

- The cost of such work shall be calculated in accordance with "Definition of Prime Cost of Daywork carried out under a Building Contract, (Third Edition 2007)" issued by the Royal Institution of Chartered Surveyors and the Construction Confederation, together with the percentage additions to each section of the prime cost at the rates stated below.
- All work to be measured as Dayworks must be authorised by the CA.

The Contractor is to prepare weekly Daywork sheets and submit them to the CA or Clerk of Works for signature not later than the end of the week following that in which the work has been executed.

The sheets must give details, and priced summaries must be submitted at monthly intervals.

The signature of the CA or Clerk of Works on any Daywork sheet shall be an indication that the items referred to have in fact been used for the purpose stated. It shall not imply that the charge is reasonable or that the work is to be valued and paid for on a Daywork basis.

The Quantity Surveyor may reduce the time and/or material shown on any Daywork sheet should he consider the amounts shown to be excessive.

The Contractor shall add to the Prime Cost of Daywork the percentage additions he requires in respect of Incidental Costs, Overheads and Profit as defined in Section 6.

	Total Dayworks to main summary		£
	Add for percentage addition to cover incidental costs, overheads and profit	%	
130	PLANT: Include Provisional Sums for: Prime cost of plant incurred at any time during the Contract:		2,500.00
	Add for percentage addition to cover incidental costs, overheads and profit	%	
120	MATERIALS AND GOODS: Include Provisional Sums for: Prime cost of materials incurred at any time during the Contract:		2,500.00
	Add for percentage addition to cover incidental costs, overheads and profit	%	
110	LABOUR: Include Provisional Sums for: Prime cost of labour incurred at any time during the Contract:		5,000.00

Rates for plant costs will be as set out in the Schedule of Basic Plant Charges published by the RICS current at the Date of Tender).





Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 28th September 2021

My Ref: RONB 120 Your Ref RONB 120

Dear Bidder

RONB 120 - BEAR STEPS STRUCTURAL STABILISATION AND REPAIRS 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.



The award criteria for this contract were set out in full in Invitation to Tender with Price accounting for 40% of the total marks and Quality accounting for 60% of the total marks.

We can confirm that your tender received the following scores and ranking:



For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table above. We have also included some commentary to the marks:	



GB-Shrewsbury: RONB 120 - Bear Steps Structural Stabilisation and Repairs

Competitive Contract Award Notice

Associated Parent Notice

CompetitiveContractNotice - GB-Shrewsbury: RONB 120 - Bear Steps Structural Stabilisation and Repairs

- 1. Title: GB-Shrewsbury: RONB 120 Bear Steps Structural Stabilisation and Repairs
- 2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

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: Buildings of particular historical or architectural interest. This is an award notice for the works to stabilise and strengthen the historic timber frame of the Bear Steps building following the failure of joists supporting the jetty; the works include the replacement of infill panels, rainwater goods, alterations to the surface water drainage and abutment detail changes.
- 5. CPV Codes:

45212350 - Buildings of particular historical or architectural interest.

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: RONB 120

Is Awardee likely to subcontract?: No Awarded to SME?: Yes

10. Date of Contract Award: 28/09/202111. Number of Tenders Received: 3

12. Other Information:

Other Information: To view this notice, please click here:

https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=633060497

Suitable for VCO: Yes Procedure Type:OPEN

Period of Work Start date: 18/10/2021 Period of Work End date: 15/04/2022