

DRAFT ITT

Instructions and General Information

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1.1 Introduction, Project Information and Brief

The objective of this tender process is to select a Main Contractor to work collaboratively with the Client and its professional team in delivering a high-quality teaching building and theatre as described within these tender documents to an agreed price in the optimum programme timescale.

The target date for selection of the contractor is set out in the programme in the tender programme, please refer to item 1.1.2.

**1.1.1 Project Overview**

This project consists of the following works:

* New build Student accommodation;
* External landscaping within the red line boundary;

Site Location

The site is located at Peppermill Court, Ramsay Close, The Grange, York, YO31 8SS.

Tenderers are required to visit the site and to make their own enquiries on site access and limitations and will be deemed to have taken all such issues into account in their tender submission. Further information can also be found on the planning portal TBC as the project is out for planning. Further details include site plans, site investigation report etc.

Tenderers are to comply with all health and safety requirements relating to the project as set out but not confined to the Pre-construction Health and Safety Information Pack.

To arrange site visits please liaise with, Martin Dougherty from York St John University.

**1.1.2 Tender Programme**

The anticipated key dates and project milestones are:-

|  |  |
| --- | --- |
| **Issue PQQ** | 15th August 2022 |
|  |  |
| **PQQ Responses Received** | 14th September 2022 |
|  |  |
| **PQQ Responses Assessed (4-6 Contractors shortlisted)** | 30th September 2022 |
|  |  |
| **ITT Issued** | 7th October 2022 |
|  |  |
| **ITT Return Deadline** | 1st November 2022 |
|  |  |
| **Approve Main Contractor**  | 8th November 2022 |
|  |  |
| **Standstill Period Complete****Contract Executed, Mobilisation Period Commenced** | 16th November 202221st November 2022 |
| **Main Contract – Site Possession**  | 16th December 2022 |
|  |  |
| **Start on Site** | TBC |
|  |  |
| **Project Completion**  | TBC |
|  |  |
| **End of Defects Period** | TBC |
|  |  |
|  |  |

1.2 Project Design Team

The current project design team members are;

|  |  |
| --- | --- |
| **Client** | York St. John University |
|  |  |
| **Architect** | Ridge and Partners |
|  |  |
| **Project Manager**  | Ridge and Partners |
|  |  |
| **Structural Engineer** | Ridge and Partners |
|  |  |
| **MEP & Lift Consultant**  | Ridge and Partners |
|  |  |
| **Cost Consultant** | Ridge and Partners |
|  |  |
| **Principal Designer (CDM)** | Ridge and Partners |

1.3 Tender Documentation and Information

The tender evaluation will be split into 60% quality and 40% commercial. The details of the quality submission with marks are detailed below.

The Contractor is to provide the following information in the Tender submission.

**1.3.1 Programme Proposal – 15% (no more than 1,500 words excluding appendices)**

Issue an outline programme covering the construction activities and an anticipated construction programme to completion.

The programme must also make reference to design, procurement and pre and post-construction activities.

Identify all items and elements of work which will require the placing of ‘early orders’ to maintain the optimum construction programme delivering the earliest completion date and identify what and when information is required to enable orders to be placed.

**1.3.2 Method Statements & Logistics – 15% (no more than 1,500 words excluding appendices)**

Submit preliminary Risk and Method Statements (RAMS) for key activities and submit proposals and statements for the full project works the following:-

* Site set up
* Access to site and public protection
* Security (including hoardings)
* Logistics plan
* Phasing proposals
* Traffic management, deliveries and parking
* Supply chain management
* Any other necessary documentation to complete the submission and at the Contractor's discretion method statements relating to any other key parts of the Works.

**1.3.3 Project Team – 10% (no more than 750 words excluding appendices)**

 The proposed Head Office and site-based management team for the construction works, to include CV’s for all key site management staff including each individuals DBS certificate number.

**1.3.4 Services Management and Co-ordination – 10% (no more than 750 words excluding appendices)**

Set out proposals for management for the services installations to facilitate integration of design, construction and programme optimisation.

**1.3.5 Health & Safety – 10% (no more than 750 words excluding appendices)**

Please provide the following information;

1. Signed current copy of your health and safety policy together with defined health and safety responsibilities for all levels in the organisation;
2. Please provide details of the general arrangements that you have in place for health and safety management
3. Please provide details of the experience and qualifications of your ‘Competent Person’, as required by the Management of Health & Safety at Work Regulations 1999
4. Provide details of health and safety training provided to employees who are likely to work on this contract

**1.3.5 Commercial Proposals – 40%**

Contract Sum Analysis – 30%

Using the template provided, submit the priced Bill of Quantities and transfer the total to the Tender Summary. The Preliminaries and Overheads & Profit are to be priced separately.

The quantities within the Bill of Quantities are based upon the Quantity Surveyor’s measure, and thus it will be the responsibility of the tenderer to check all of the quantities in order to satisfy themselves that all works have been accurately measured. If there are quantities which the tenderer is in disagreement with, then these must be identified and made apparent to the Quantity Surveyor appropriately.

Preliminaries – 5%

Produce a detailed build-up of a fixed preliminary cost for the duration of the construction programme covering management, plant, scaffold, cranage, hoists, site facilities, temporary works and services, attendant labour, clearance and cleaning, Local Authority fees and charges, protection, samples, insurances, surveys, name boards and the like.

Overhead and Profit – 5%

Include a percentage required for head office overheads and profit.

Commercial Proposals

 Provide statements and proposals for:

* Value engineering
* Risk management

Tender Summary & Form of Tender

Contractors are to complete the templates provided for the Tender Summary and Form of Tender in full in which will exclude Employer’s fees and other direct payments including;

* Planning & legal costs
* VAT

**1.3.6 Form of Contract**

The form of contract for the works shall be a JCT Standard Building Contract without quantities 2016 (SBC2016/XQ).

Any Schedule of Amendments, as issued by the Client, to the JCT SBC/XQ 2016 form of contract will be included (as required) together with a suite of warranties, PCG, and bond. Please examine any amendments and provide detailed comments on acceptability of the documents in your submission.

**1.3.7 Insurances**

Please provide current cover documentation relating to insurances for:

* Product Liability
* Professional Indemnity
* Public Liability
* Employers Liability

1.4 Tenders

The Contractor, in submitting proposals, will be responsible for examining all of the information contained within the Tender documents. The proposals shall comply with the standards set out in Section 1.9 below.

It is essential that any qualification the Contractor proposes to make to these standards shall be raised with the Employer/Contract Administrator prior to the date set for return of tenders.

Throughout these documents, any reference to “Statutory Authorities” shall be deemed to mean “any relevant authority that controls the way in which the works are undertaken”. Such authorities shall include the Building Control Officer, Environmental Health Office and others.

The Contractor acknowledges that it has visited the site and has ascertained for itself all conditions on and near the site which may affect the execution of the Works.

1.5 Planning, Consents and Notices

The Employer and their representatives are progressing the project for confirmation of planning permission by December 2022. The supporting information to the planning permission including all conditions, are supplied within the appendices of the tender documents.

The Employer is responsible for payment of all planning consent fees and Consultants’.

The Contractor will be responsible for complying with the planning consent, discharging any residual conditions and obtaining all necessary further consents from, but not limited to, building control (refer to 2.3, environmental health, highways and fire authorities and the like, including liaison with the Employer’s representatives for the building and all necessary permissions for the design and construction of the project.

It will be the responsibility of the Contractor to ascertain and to discharge any other consent, permit, licence, approval and agreement which is required by any Statutory Authority or otherwise for the complete implementation of the Works. Allowance should be made by the Contractor for all design fees and costs incurred in compliance with all such requirements.

The Contractor and his sub-contractors, suppliers and designers must, in carrying out the Works and in discharging all their functions under The Contract, comply with all statutory requirements and (without prejudice to the generality of the obligation):

* Pay or procure the payment promptly of all fees and other charges due in accordance with any statutory requirements;
* Notify the Employer and the Contractor Administrator forthwith of full particulars of any notice received from any Public Authority or utility service provider by the Contractor or any of the designers or any Sub-Contractor of any actual or alleged failure to comply with any statutory requirement (including a copy of any relevant notice or proceedings) and to comply with all proper and reasonable requirements of the Employer in relation thereto.

Consents, design and construction of the works are to be in accordance with the latest relevant British Standards, Codes of Practice, Statutory and Local Authority legislation, IEE Regulations, CIBSE guidelines and all other appropriate legislation, statutes and recognised standards.

Should the Contractor commence work on site prior to receipt of any statutory or other consent it shall be at the sole risk of the Contractor. Any consent for external finishes, internal layouts or changes to external elevations shall not be submitted to the Planning Authority until specific consent has been obtained from the Employer. The Employer’s Consent shall not be unreasonably withheld.

The Contractor is responsible for submitting samples and obtaining agreement to and by the Planning Authority. The Contractor is responsible for delivery and collection of samples.

Notwithstanding the foregoing, the Contractor will not be relieved in any way of his responsibilities or obligations to obtain all necessary statutory consents, required for the project, and to pay any fees and charges legally demanded in pursuit of same.

Two copies of all consents, where available, shall be handed to the Contract Administrator not later than 10 Business Days prior to the commencement of the relevant section of work on site.

The Contractor is responsible for submitting an initial notice to the approved Building Control Consultants and will be responsible for paying the Building Control Fees. The Contractor will be wholly responsible for liaising with the Building Control Officer and for ensuring that both the design and construction of the Works comply fully with their recommendations and requirements.

1.6 The Site

The proposed site boundaries are to be confirmed by the Contractor prior to any work commencing on site. Please note that there will be a separate demolition contract (Phase 1) for the demolition of the existing student accommodation blocks and contractors will take over the site once this phase is complete. Phase 1 will also include re-routing of existing site services and securing the site.

The survey is issued to the Contractor for information purposes only. The Contractor shall allow for carrying out all other investigations, surveys and enquiries which he deems are necessary for the full and construction of the Works.

The Contractor is to verify for themselves the location of all services (which shall include gas, water, electricity and telecommunications services, drains, foul and surface water, ducts, tubes, tunnels and the like, both adopted and private), existing on the site and adjacent to the site, that may be affected by the carrying out of the Works and is to allow for all costs in connection with upholding, protecting the same and, if necessary, temporarily and/or permanently diverting and reinstating these services.

The Contractor shall make all necessary enquiries of Service Utilities Companies and other services providers in relation to the Works to ensure that due allowance is made in programming the Works, and include for all costs and charges necessary to execute the Works.

For the avoidance of doubt, the Contractor is to allow for all builders work in connection with the services installations and for ascertaining, managing, arranging and paying the incoming services charges and services connection charges (including, inter alia, that for any new substation required). The Contractor is to make enquiries of the Services Utilities Companies to ensure that all costs are included within the Contract Sum.

Before commencing work on any party walls/garden walls/boundaries, the Contractor shall check with the Employer that all necessary consents have been obtained from the Landlords and/or the adjoining owners and shall comply with the terms and conditions of such consents.

The Contractor shall commission, appropriate photographic Schedules of Condition of the existing building, adjoining properties and surrounding area likely to be affected by the work. The Contractor shall issue this to the Employer prior to commencing the Works.

The Contractor shall commission a survey of the surrounding roads and footpaths prior to commencing the Works and forward a copy to the Employer’s Agent.

1.7 Precautions and Protection

The Contractor will be held responsible for all damage caused to any adjoining property by his operations. He is to effect adequate protective measures to minimise the risk of damage and prior to completion, he is to replace or make good all structures, services, finishes, fittings and external roads, paving etc., damaged as a. result of his building operations under this Contract.

The Contractor shall provide for protecting the safety of all persons engaged on the project not in his direct employ and the Public no less adequately than is required for his own employees under all relevant regulations.

1.8 Design Standards, Responsibility and Delivery

The Contractor shall be required to satisfy the Employer that his material, workmanship and contractor’s design comply with the standards herein.

The university’s sustainable building standards are included within Appendix C all contractors are required to adhere to them. If any of the university building standards cannot be met, the contractor is to identify this within their tender return.

Where sizes of components or functional elements of the project are given in the design, it is the Contractor’s responsibility to ascertain the suitability of same, and unless identified to the contrary in the Contractor’s Proposals or qualifications thereto, will be deemed to be totally acceptable to the Contractor and for which he accepts total design responsibility.

In the design and installation of the mechanical and electrical services, where the Contractor includes for equipment manufactured by certified companies, the Employer reserves the right to audit the proposed company Quality Assurance and Aftercare policy.

“Statutory Bodies” shall include but not necessarily be limited to:

* The Local Authority
* The Health and Safety Executive
* The Building Control Officer
* Suppliers of services to the Site
* Environment Agency

Where any of the requirements of the relevant bodies, codes etc. differ as between each other the most stringent shall apply unless the application of that most stringent requirements is in conflict with a Statutory Act, Regulation or Requirement.

The Contractor shall be fully responsible for inspecting, supervising and programme reporting of the Works during installation, and inspecting as required during manufacture of any specialist equipment selected for incorporation in the Works. This includes reporting to the Contract Administrator and Employer if the standard of workmanship and materials are not in accordance with the design intent; witnessing and approving acceptance tests of the Works; approving drawings issued under the terms of the Contract for The Works and for arranging the delivery to the Employer of copies of operating and maintenance instructions and certificates of Works tests and commissioning results. This documentation is to be provided to the Employer, as part of the Health & Safety file, prior to Practical Completion being granted.

The Contractor shall allow for carrying out all investigations, surveys and enquiries deemed necessary for the carrying out of The Works.

The Contractor shall plan all areas in sufficient detail to demonstrate that adequate space is provided for all services plant and equipment, and for maintenance, circulation, safety routes and escape.

Confirmation of conformity with the Contract Documents or consent by the Employer does not relieve in any way the design responsibility, in accordance with the Contract.

As and when packages of the Works as defined in the Contractor’s Design Programme have been completed, the Contractor shall submit two copies of relevant design information to the Contract Administrator.

The Contractor must incorporate and allow for the findings or results of any investigation, surveys and/or enquiries as set out above.

1.9 Approvals

In addition to statutory or other obligations and consents the Contractor shall submit, within 10 Business Days prior to commencement of the relevant section of the work on site, two hard copies of all design information to the Contract Administrator. The information shall be checked for conformity with the design and shall be in accordance with Clause 2.14 of the Contract.

The following times are to be allowed for obtaining comment on design information from the Employer:

* All information 10 Business Days from receipt.

Confirmation of the Contractor’s Proposals or consent by the Employer does not relieve in any way the design responsibility, which rests in its entirety with the Contractor for the appropriate packages as detailed within the appendices. Where, and without prejudice to the rights of the Employer against the Contractor in respect thereof, any design work that is carried out on behalf of the Contractor by an outside party, either Consultant or Specialist Contractor, they will be required to provide a warranty direct to the Employer as contained in the amended contract.

1.10 Completion

The Contractor is required to give the Employer not less than 12 weeks notification in writing of the anticipated date of practical completion of the works and not less than 10 Business Days’ notice in writing of the date upon which it wishes the Employer to make an inspection of the whole of the Works or relevant section(s) offered (subject to agreement) for phased possession with a view to issuing the statement of Practical Completion

The Project Manager and the Contractor shall attend site within 5 Business Days of receipt of the notice, and carry out an initial pre-completion inspection of the Works or Section. Following that inspection, the Project Manager shall issue to the Contractor a schedule of incomplete/defective works, final commissioning requirements and other requirements of the Contract which must be satisfied prior to the Works or Section being practically complete (Pre-Completion Checklist).

When the Contractor considers that he has satisfied the requirements of the Pre-Completion Checklist he shall notify the Project Manager who shall then attend site with the intention of issuing the Practical Completion Statement. If upon attending site the Project Manager considers that the requirements of the Pre-Completion Checklist have not been met then the Contractor shall satisfy those requirements and the above process shall be repeated until the Works are practically complete.

The Contractor shall reimburse the Employers reasonable costs and expenses for attending site on the third and subsequent occasions for the purpose of checking that the requirements of the Pre-Completion Checklist have been satisfied. The Contractor agrees that such costs and expenses will include (without limitation) fees payable to the Project Manager, travel, out of pocket expenses and management time.

The Project Manager shall be under no obligation to issue a statement of Practical Completion unless:

* The building envelope associated to that section of works is fully completed, all external scaffolds and temporary works in the immediate vicinity removed and the building finally cleaned.
* All associated building mechanical and electrical services installations are fully completed, tested and commissioned and all other information/requirements as detailed within the M&E Employer’s Requirement document are complied with.
* The building or relevant section is completed throughout and signed off by the District Surveyor, Fire Officer, Building Insurers etc.
* The relevant Energy Performance Certificates are provided.
1. External works are complete.
2. Safe access and egress for the occupiers of the building is provided at all times including all fire escapes in compliance with the Fire officers requirements.
3. Buildings are completed in accordance with the Planning conditions and any Third Party Agreements.
4. Confirmation has been received from the Employers BREEAM assessor that all information to facilitate the final assessment has been provided.
5. Warranties/guarantees from design sub-contractors and consultants have been provided as required by the contract conditions.
6. All appropriate As-Built Drawings, Health & Safety Files, Commissioning, Testing, Guarantees, Warranties & Handover documentation, Building/Property Manuals, O&M manuals and maintenance strategies are issued to and accepted by the Principle Designer, Project Manager.
7. Whilst there are works including access for snagging items that could be deemed to inconvenience the Employer and prevent them carrying out their business without obstruction and in a safe manner.

The Contractor is required to provide an itemised list of all plant and equipment being installed within the building together with details on the required future maintenance regime 3 months prior to Practical Completion. As at the date of Practical Completion, the Contractor shall demonstrate to the satisfaction of the Project Manager that all required maintenance has been undertaken and is up to date and the frequency for all future maintenance in accordance with the manufacturer’s recommendations shall be instigated as at the Practical Completion date.

1.11 Scaffolding and Hoarding Licences

The Contractor shall allow for and pay all costs associated with scaffold, oversailing and hoarding licences requirements and/or claims.

1.12 Use of Contractors Design Information

The Contractor shall grant to the Employer a licence on the terms referred to in the Contract.

1.13 Collateral Warranties

The Contractor shall allow for all costs related in obtaining signed copies as required.

Warranty signature procedure: all warranties to be signed and delivered to the Quantity Surveyor in accordance with the contract conditions, The Contractor will actively manage and report status of warranties at the Monthly Progress Meeting.

Sub-contractors with design responsibility will be required to enter into a design warranty in the form provided within the contract. The list below (not exhaustive) covers works which may require warranties:

* Foundations including any piling
* Mechanical & Electrical Installations
* Roof
* Lift installations
* Drainage
* Façade
* Others TBC

Product Guarantees: for materials or equipment where warranties are not provided product guarantees will be required to commence at Practical Completion.

Provide details of appointments and insurance with each warranty/guarantee.

Contractors are to note that the issue of Practical Completion is conditional upon the completion of all warranties and obtainment of product guarantees.

1.14 Instructions for Completion of the Tender

**1.14.1 Tender Queries**

Tender queries are to be sent directly to the Ridge and Partners contact below.

Paul Briscoe

E PBriscoe@ridge.co.uk

T 07392 282 860

8th Floor
Horton House
Exchange Flags
Liverpool, L2 3YL

**1.14.2 Tender Submission**

Two hard and two electronic copies on portable USB storage media of the full tender submission are to be submitted by Noon on 25th October 2022 to:

8th Floor
Horton House
Exchange Flags
Liverpool, L2 3YL

Labelled:

TENDER DOCUMENTS

Project: YSJU New Student Accommodation (Peppermill Court), York,