

## **SECTION 1: INSTRUCTIONS TO TENDERERS**

### **1.0 GENERAL INSTRUCTIONS**

- 1.1 The Tenderer shall be deemed to have carefully read and examined all the Tender Documents before submitting his tender. The Tenderer is to check the contents of the Tender Document and other information provided with the enquiry and is to request copies of any unclear and missing pages or items. No subsequent claims for loss consequent upon the Tenderers failure to comply with this clause will be entertained.
- 1.2 The Tenderer must acquaint and satisfy himself with all conditions likely to affect the execution of any of the Works, including the types, construction and location of the existing buildings, as no claim by the Tenderer for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to the lack of knowledge of the conditions, regulations or requirements on which the Works are to be executed.
- 1.3 The Tender shall be submitted strictly in accordance with the Tender Documents; that is without qualifications. Failure to comply with this requirement, may, at the option of the Employer, invalidate the Tender.
- 1.4 In the event that the Tenderer is successful, he will be expected to undertake all duties of the Principal Contractor in compliance with the requirements of the Construction (Design and Management) Regulations 2015, insofar as they are applicable to the Works.

### **2.0 Tender**

- 2.1 This document is issued on behalf of Frimley Health NHS Foundation Trust ('the Employer') who is seeking tender submissions for the tree removal of the existing woodland trees to facilitate the construction of a new build hospital. The purpose of this document is to obtain compliant priced tenders to carry out the works.

The Contractor shall note the tender enquiry requests a compliant and variant tender. The compliant tender leaves the tree stumps for removal by others and the variant tender requests the Contractor prices for the removal of the tree stumps.

- 2.2 The anticipated programme is detailed in the preliminaries section of the tender.
- 2.3 The Contractor is requested to price and submit the following items as part of the tender.
- a) Schedule of Works. The Contractor should note although a Schedule of Works has been provided, they should price for all works on the drawings and specification as contained within Section 4 of the Tender.

- b) Preliminaries as contained within Section 2 of the Tender.
- c) An assessment of Overheads & Profit
- d) Sum for the Provision of a Performance Bond (not to be carried to Form of Tender)
- e) Priced cashflow
- f) Method Statements / Health and Safety Information.

2.4 All enquiries regarding this tender must be made on the Trust's e-tendering portal.

### **3.0 The Contract: Form, Type & Conditions**

3.1 The Conditions of Contract JCT Minor Works 2011 Building Contract incorporating all the latest relevant amendments.

3.2 The Contractor is to allow in his tender for effecting insurances under and in accordance with the Conditions. The cost of insurance is to be identified separately on the Preliminaries pricing schedule.

3.3 The Contractor shall submit to the Employer, through the Project Manager and prior to starting work on site, documentary evidence and/or policies and receipts for insurances, which are required to be taken out by the Contractor.

The insurance shall cover the period of the Contract up to the end of the Defects Liability Period stated in the Appendix to the Conditions.

3.4 The Contractor shall immediately notify the Contract Administrator and Insurance Company whenever an insurance claim arises against any Policy paid for, and maintained, under the Contract Conditions. He shall provide full details of the claim and the conditions under which the claim has arisen.

The Contractor shall be held entirely responsible should he fail to notify the Insurance Company for any claim within the permitted time as stated in the Insurance Policy.

3.5 If requested the Contractor is to enter into a Bond in the form to be approved by the Employer with one surety being an approved bank, guarantee society or insurance company for an amount equal to 10% of the Contract Sum, for the due and proper observance of the terms and stipulations of the Contract and pay all associated costs.

3.6 Provide a Guarantee from the Contractor's ultimate holding company in the form to be approved by the Employer.

## **4.0 Pricing Requirements**

### **4.1 Introduction**

The Tenderer is required to return pricing information in the detail requested.

Tenderers should note that all pricing information submitted with the tender return will be used for comparative tender analysis and ultimately tender. To ensure competitiveness, it is essential that the percentage additions for overheads and profit and the priced rates are consistent and competitive throughout the tender submission.

### **4.2 Preliminaries**

The Tenderer is required to submit a weekly cost for all time related preliminary items. These are required to be separated into the different sections of work.

The price shall include for all requirements of the Tender Documents and any other information whatsoever provided or available at the time of submitting the Tender offer.

The Tenderer shall advise how the Sub-Contractor intends to deal with Insurances, Performance Securities (Bonds, etc) and the amounts proposed for same.

### **4.3 Overheads and Profit Additions**

The Tenderer is to state the percentage required to be added any post tender variations.

### **4.4 General and Contract Conditions**

The Tenderer shall include for complying with the requirements of the main contract conditions as described in the tender documents.

## **6.0 Site Visits**

Please note that Tenderer shall not visit site without appointment which should be arranged via Liliana Freitas from the Trust. Site Visits are arranged for 1<sup>st</sup> December 2016.

More detailed information is provided below regarding what will be required for the technical review:

#### **A. Method Statement**

- Provide a detailed Method Statement to illustrate your understanding of the project and your roles and duties during the construction phase of the project. This should address the arrangements and methods which the Tenderer proposes to adopt in order to ensure continuous performance of the Work (including on Bank and other Public Holidays) in accordance with the Contract.

#### **B. Pre – Commencement Activities**

- Provide details of the names of the staff members who will be responsible for providing the planning and programming services on the project with details of their position within your team and their proposed availability throughout.

#### **C. Construction Programme**

- Provide a detailed programme for the construction works. The programme should clearly set out the sequence of operations and time limits within each operation and when they shall be commenced and completed. Critical Path activities should also be highlighted.
- Provide details of the names of the staff members who will be responsible for providing the planning and programming services on the project with details of their position within your team and their proposed availability throughout.

#### **D. Internal Resources**

- A general description of the management structure (together with an organisational chart indicating the same) and the supervisory methods which the Tenderer proposes to adopt in the undertaking of the Work. Any such description shall include an indication of the competence of the supervisory staff the Tenderer proposes to use in the Contract.
- Overall Team structure should address reporting hierarchy and relationships.
- Provide details of how you propose to interface with Trust.
- Provide details of your proposed Public Relations Representative.
- Brief report indicating the experience, qualifications and resources at the disposal of the Tenderer which the Tenderer believes demonstrate its ability to perform the Work.
- Provide detailed CVs for all team members and resource profiles for all team members from appointment through to project completion.

- The number of Operatives the Tenderer proposes to engage in the carrying out of the Work together with details of how such Operatives are to be deployed to carry out the Work and their level of skill. For the avoidance of doubt Operatives excludes Supervisors and Contract Managers.
- The Tenderer's proposed arrangements for ensuring that at all times back-up personnel will be available to cover for absence due to sickness, holidays, bank and public holidays and variations in the amount or frequency of Work required to be performed pursuant of the Contract Documents.
- The normal working hours of the Tenderer; (Regardless of this, the tenderer is still to work in the time restrictions detailed within the tender documents).
- The number, designation, duties, responsibilities, relevant experience and qualifications and operational base of any Contract Manager, authorised deputies and supervisory staff.
- The method of communication (if any) which the Tenderer proposes to use to ensure that it can maintain contact with its Operatives.
- The Tenderer's proposed system for clearing or re-scheduling any backlog of Work caused by inclement weather.
- The Tenderer's proposed system for dealing with repair calls and complaints.
- Details of any parts of the Work which the Tenderer proposes to sub-contract.

#### **E. Risk/Value Management**

- Provide a list of the what you consider are the top five risks within the overall scheme and a detailed method statement of how you propose in conjunction with the Design Team to manage and mitigate these risks. Please provide examples.
- Provide a method statement of your approach to risk / value management during the construction stage and provide examples of how previous approaches have mitigated the risk and maximized value for money for your client.

## **F. Health and Safety**

- The Tenderer's policies, codes or procedures relating to the health, safety and welfare of Operatives, the employees of the Employer and any other persons (including members of the public) affected by the undertaking of the Work. Prior to the acceptance of the Tender the Contract Administrator will advise the Tenderer either that the submitted Codes of Practice for health and safety are acceptable or will advise on the alterations required. The Tenderer will be required to make such alterations as the Contract Administrator may reasonably advise and the approved Codes of Practice for health and safety will form part of the Contract.
- Full details of the health and safety at work of the Tenderer during the three (3) years immediately preceding the Tender including details of all accidents, occurrences, or near misses, whether any injury has resulted and whether the Health and Safety Executives have investigated any occurrence.
- Details of the Tenderer's policies, codes or procedures relating to the removal and disposal of asbestos based products and components.
- Details of all Premises, which the Tenderer proposes to use in the performance of the Work.
- Details of how you propose to maintain any fire exits.
- Details of your proposed accommodation for welfare, materials, waste and office accommodation.
- Provide details necessary to assess the weights and bulk of plant, materials and equipment that will need to be moved onto, away from and around this site and allow for specialist moves.
- Details of how you will meet the requirements of the following:
  - a. infection control
  - b. dust/ Aspergillus
  - c. noise and vibration

## **G. Traffic Management**

- Provide a detailed method statement on your Traffic Management proposals for carrying out the works, addressing the following including providing marked up drawings:
  - a. vehicular access to the site
  - b. parking
  - c. major plant deliveries

## **H. Sundries**

- Any additional information that the Tenderer feels may support its tender.
- Such other matters as are required to be provided by the Contract Documents.