

EXTENSION TO CHEDDAR PARISH PAVILION

Report Status – Issue No. TENDER

Authorised for Issue:

Position	Name	Signed	Date
Contract Manager	Kelly Clark		25/10/2019

Project Number	488
Client	Cheddar Parish Council
Project Title	EXTENSION TO EXISTING PAVILION
Issue No	TENDER
Report Number	01
Site Address	Cheddar Parish Pavilion, Sharpham Road, Cheddar, Somerset, BS27 3DR
Author	Kelly Clark
Date	25/10/19

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U141.01	Foundation plan	1:50
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488-FB6701ZZGFDRE1000	Lighting and Fire alarm layout	1:50
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1 Instruction to Tenderers

1.1 Confidential Nature of Work

Tenderers shall treat the details of the Tender Document as private and confidential.

2.1 Variation of Price

Tenderers should note that the Tender Document does NOT incorporate the Contract Price Fluctuations Clause.

3.1 Tenderer's Queries

Any query concerning any portion of the Tender Document is to be referred to Kelly Clark at Robinson Clark Ltd by email at robinsonclark@btinternet.com

4.1 Interpretation

The Tenderer is to abide by the written interpretation of the Project Manager providing that such written interpretation is received at least 7 days before the date on which the Tender is to be submitted. The Tenderer, if not in receipt of such written interpretation within the said 7 days, should attach to his Tender a covering letter stating the interpretation on which his Tender is based.

5.1 Alteration of Documents

Should any additions, alterations or amendments to the Works Information, Site Information or any other Contract Documents as issued to the Tenderers be deemed to be necessary prior to the date for submission of the Tender, such additions, alterations or amendments will be issued in writing to the Tenderers and shall be deemed to form part of the Contract Documents.

The Tenderer shall make no alterations in the form of the Tender or other documents and the Tenderer shall comply with the terms of the accompanying documents and the general Conditions of Contract referred to. No other condition shall be attached or referred to in the Tenderer's offer.

Any alternative methods/prices must be submitted as Alternative Tenders IN ADDITION to the priced Tender Documents herein.

6.1 Errors and Omissions

If any arithmetical errors are discovered in the Tender, changes may be required. The Tenderer will be informed of such corrections and their effect upon the Total of the Prices and be given the option of either confirming the corrected Tender or withdrawing it.

7.1 Preparation of Tender

The Tender must be compiled on the basis of the documents listed in the Form of Agreement based on the RIBA Concise Building Contract 2018

8.1 Performance Bond

Tenderers should note that a Contract Performance Bond is not required.

9.1 Acceptance of Tender

The Client does not bind himself to accept the lowest or any Tender. Tenders are to remain open for acceptance for a period of 90 days from the date of receipt of Tenders. Tenders not received by the time specified may not be considered.

10.1 Delivery of Tender

The completed tender shall be issued within a sealed envelope to Mrs Hazel Brinton at the Cheddar Parish council, Cheddar Parish Hall, Church Street, Cheddar, Somerset, BS27 3RA.

Tenders should arrive no later than 12 noon Monday 2nd December 2019.

11.1 Site Inspection

Before tendering the Tenderer shall visit the site. The purpose of the visit is to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the works. Access to this site, to view the exterior of the existing building at any time. If Contractor wishes to view the interior of the existing building they should contact Hazel Brinton the Parish Clerk to arrange clerk@cheddarparishcouncil.org

The Contractor shall be deemed to have visited the site and ascertained for himself the above factors which are likely to affect the execution of the works. No subsequent claims on the grounds of lack of knowledge will be allowed.

The Contractor will, at his request, be provided access to any recent surveys or service drawings not included in the tender documentation. No guarantees are made on the accuracy of these drawings and/or surveys.

12.1 Information to be Submitted with Tender

The Tenderer must submit the following with his Tender. The Tender will be invalidated should any of the following not be returned as requested:

- i. Completed Form of Tender
- ii. Programme including the appropriate title/reference number. The programme is to be submitted as a separate document. The programme should accommodate any specific sequence of construction required by the Contract.
- iii. Details of the Mechanical and Electrical installations, in accordance with Employers Requirements
- iv. An outline method statement illustrating the methods by which he intends to complete the elements of work and the resources he intends to employ in their execution;
- v. Full details of his Company's Banker and proposed Insurer for the works and a copy of his insurance certificate(s);

- vi. Quality statement setting out the Contractor's proposals for the management and resourcing of the works;

13.1 Construction (Design and Management) Regulations 2015

These works will be subject to the provisions of the Construction (Design and Management) Regulations 2015. The Tenderer must submit sufficient information within his tender to demonstrate that he has the expertise to fulfil the role of Contractor as required by the Regulations, including (but not limited to) details of previous experience of the type of work involved.

Contractors on **all projects** must:

- make sure the client is aware of the client duties under CDM 2015 before any work starts;
- plan, manage and monitor all work carried out by themselves and their workers, taking into account the risks to anyone who might be affected by it (including members of the public) and the measures needed to protect them;
- check that all workers they employ or appoint have the skills, knowledge, training and experience to carry out the work, or are in the process of obtaining them;
- make sure that all workers under their control have a suitable, site-specific induction, unless this has already been provided by the Principal Contractor;
- provide appropriate supervision, information and instructions to workers under their control;
- ensure they do not start work on site unless reasonable steps have been taken to prevent unauthorised access;
- ensure suitable welfare facilities are provided from the start for workers under their control, and maintain them throughout the work.

In addition to the above responsibilities, contractors working on **projects involving more than one contractor** must:

- coordinate their work with the work of others in the project team;
- comply with directions given by the Principal Designer
- comply with parts of the Construction Phase Plan relevant to their work.

14.1 Cost of Tender

The Employer will not be responsible for, nor reimburse any expenses or loss, which may have been incurred by the Tenderer in the preparation of his offer.

2 Form of Tender

To: Cheddar Parish Council

Having examined

- i. The Riba Concise Building Contract 2018
- ii. Works Information
- iii. Drawings and Employers Requirements for Mechanical and Electrical Building Services
- iv. Site Information

We offer to provide the Works and maintain the same until the *defects date* in conformity with the said Conditions of Contract, the Contract Data, the Works Information and the Site Information for a Price of

£.....

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

We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

- i. Before the award of any contract for the work:
 - a. *communicate to any person other than Robinson Clark LTD, the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;*
 - b. enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- ii. *Pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i) (a) or (b).*

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

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

You may accept this offer on or
before.....

(insert date of last day of acceptance – allow 90 days)

Dated thisday of.....2019

Signaturein capacity
of.....(e.g. Director, Secretary, etc)

Name.....(in capitals)

Duly authorised to sign tenders for and on behalf of

.....

Registered Address:

.....

.....

.....

Tel No.....

E-mail.....

3 Works Information

3.1 Site Location

Cheddar Parish Pavilion, Sharpham Road, Cheddar, Somerset

3.2 Scope of Works

The works are for the construction of an extension to the existing pavilion

3.3 Site Access

The site will be vacant and the Contractor can access the site at all time, during normal working hours. Working out of hours is not acceptable due to Planning Conditions.

3.4 Site Meetings

The Contractor shall include within his rates for attendance at Fortnightly (circa 2 hours) progress meetings during the course of the Contract to be held with the Architect and/or Employer

3.5 Services

The Status of the existing services are to be investigated by the Contractor and ascertained suitable for re use

3.6 Quality of Material and Workmanship and Tests

All goods materials and workmanship unless otherwise specified, shall be in accordance with the appropriate British Standard issued by the British Standards Institution current at the date of Tender and British Board of Agreement where appropriate.

3.7 Subcontractor to Comply with Special Requirements in relation to Statutory Bodies and other Special Requirements

The Contractor shall comply with the Special Requirements in relation to:

- Sedgemoor District Planning Authority
- Local Authority Building Control.
- Health and Safety Executive.

3.8 Specification

A full and detailed Specification of works is detailed on the drawings by Robinson Clark LTD