

1 December 2020

**STATION ROAD CAR PARK, BRUTON, IMPROVEMENTS TO LOWER  
TENDER FORMS, REQUIREMENTS AND SCHEDULE OF SUPPLEMENTARY  
INFORMATION**

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## Letter of Tender

***The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address.***

Date: \_\_\_\_\_

Invitation for Tender No.: 2020 / 01

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda issued (if any) in accordance with Instruction to Tenderers (ITT);
  - (b) We offer to execute in conformity with the Tender Documents the following Works under the JCT Design and Build (2016) form of contract:  
Improvements to Station Road car park, Bruton.
  - (c) The total price of our Tender, excluding any discounts offered in item (d) below is:  
  
\_\_\_\_\_;
  - (d) The discounts offered and the methodology for their application are:  
  
\_\_\_\_\_;
  - (e) Our Tender shall be valid for a period of 90 days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - (f) We acknowledge that the Appendix forms part of this Letter of Tender.
  - (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Document;
  - (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
  - (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest;
  - (j) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process, other than any alternative offers submitted;
  - (k) Our firm, its affiliates or subsidiaries and the Subcontractors or Suppliers or affiliates of the Subcontractors or Suppliers, for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
  - (l) We are not a government owned entity.
- \_\_\_\_\_

- (m) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive and that costs incurred in providing this tender cannot be recovered (if successfully appointed or not); and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:

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Name: ..

In the capacity of: ..

Signed: ..

Duly authorised to sign  
the Tender for and on  
behalf of: ..

Date: ..

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## Appendix to Tender / Contract Particulars

Conditions	Data
<b>Employer's name and address</b>	Bruton Town Council, Community Office, 26 High Street, Bruton, Somerset. BA10 0AA
<b>Contractor's name and address</b>	
<b>Director's name and address</b>	
<b>Bank's name</b>	
<b>Form of Contract</b>	JCT Design and Build (2016)
<b>Supplemental Provisions</b>	1 to 10 apply
<b>Construction Industry Scheme (CIS)</b>	The Employer is not a member of the CIS
<b>Time for Completion</b>	<i>Refer to Sections</i>
<b>Framework Agreement</b>	n/a
<b>Defects Notification Period / Rectification Period</b>	365 days.
<b>Sections</b>	<i>Section 1 - Design Section 2 – Build</i>
	<i>The Contract period may be suspended or Contract terminated should Planning Permission be needed.</i>
<b>Electronic transmission systems</b>	Not allowed
<b>Governing Law</b>	UK
<b>Ruling language</b>	English
<b>Language for communications</b>	English

**Time for access to the Site**

Commencement Date

<b>Performance Bond</b>	The Bond pr performance security will be in the form of a demand guarantee in the amount(s) of <b>10</b> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
<b>Normal working hours</b>	8 am to 6pm
<b>Delay damages for the Works</b>	<u>£35 per whole</u> per day (including Bank Holidays and weekends) for Construction Section only.
<b>Maximum amount of delay damages</b>	100 % of the final Contract Price
<i>If there are Provisional Sums:</i>	none
<b>Percentage adjustment of Provisional Sums</b>	none
<b>Advance payment</b>	n/a
<b>Number and timing of instalments / Stage Payments</b>	Tenderer to specify but expected to be one payment upon completion of Design phase and monthly payments to Practical Completion for Construction phase.
<b>Retention Percentage</b>	10 %
<b>Limit of Retention Money</b>	10 % of the Accepted Contract Amount
<b>Minimum Amount of Interim Payment Certificates</b>	£5,000
<b>Currency/Currencies of Payment</b>	<i>Pounds, £ sterling</i>

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**Maximum amount of deductibles for insurance of the Employer's risks**

*None*

**Minimum amount of Contractor's Public Liability third party insurance**

*£5,000,000*

**Period for submission of insurance:**

*On award of contract*

***Sections and Liquidated Damages:***

**Description**

**Time for Completion**

**Delay Damages**

*Design*

*6 weeks  
(from Award of Contract)*

*None*

*Note: the Contract period may be suspended or the Contract terminated if Planning Permission is required.*

*Build*

*12 weeks  
(from the Employers acceptance of the Contractor's Design Statement) and ideally within school holiday period*

*£35 per part day*

## **IMPROVEMENTS TO STATION ROAD CAR PARK, BRUTON SPECIFICATION**

1. A plan of the Station Road car park area is included. The area is owned freehold by Godminster Cheeses and is on lease (15 years from 2018) to Bruton Town Council.
2. A copy of the Appraisal and Evaluation report is available and which includes an evaluation options which enabled the Council to make a Decision and selection of the Preferred Option and steps to procurement.
3. The lower car park has Planning Permission (no. 12/01719/FUL) but the Contractor must ascertain with SSDC if any new or further/change/modification to Planning Permission is required and if so to prepare and present the Planning Application (along with any associated reports) to SSDC. The Council will consider and the process timescales and costs before instructing the studies and preparation of any Planning Application and may break or end the Contract or otherwise authorise and reimburse costs of such additional studies and the Planning fee through the Schedule of Prices. In addition, the Council is currently obtaining Pre-Planning Application advice from SSDC.
4. The Design section will advise on and confirm the construction details. Nevertheless, a concrete driveway (with any suitable reinforcement); loose stone or proprietary permeable surfacing to parking bays; parking bays demarcation; pedestrian access demarcation; lighting columns and power supply; being cognisant of overhead electrical power cables; electrical vehicle charging points and power supply; sustainable drainage; and soakaway may be suitable.

### **Risks:**

5. The site entrance is shared with Godminster Cheeses and retail shop, which is open to the public and access (including vehicular and pedestrian) must be maintained at all times, including to the Godminster Cheese associated parking area.
6. There is a fenced off area, which is secured and it is believed surround an underground storage tank the condition and contents of which are unknown. The Contractor must not enter or otherwise interfere with that facility.
7. There are several potholes at the site, the most significant being near the entrance. The ground appears to sink at that location and/or surface material washed away. Occasional (6 monthly) topping up is necessary. Any driveway at that location may necessitate bridging eg with reinforced concrete.
8. The Council has undertaken ground penetration tests in the last 12 months which show no danger and is available.
9. The River Brue flows around the site and no deposits (either temporary from construction or from the permanent works) must be permitted to enter to watercourse.
10. There is a low retaining wall to the River Brue which must not be undermined, and if done so, is the Contractor's risk and cost.
11. The site has several overhead electrical power cables including on site, pole mounted substation, which must be safeguarded and avoided.

## Schedules of Prices

**IMPROVEMENTS TO STATION ROAD CAR PARK, BRUTON  
SCHEDULE OF PRICES  
PREAMBLE**

1. The Tenderer shall provide (together with the Letter of Tender and evidence of the Qualifying Criteria) the completed Schedule of Prices by the Deadline for Submission of Tenders.
2. The Works are Sectioned in to Design and Build Sections.
3. The Tenderer is required to provide individual prices for each Section of work and the items.
4. Prices must be exclusive of VAT.
5. Prices must be all inclusive of for example, plant and machinery, insurance, overhead costs, cost of Bond etc.

<b>Item</b>		<b>Price (£) exc VAT</b>
To act as Principal Designer wrt CDM Regs		
To act as Principal Contractor wrt CDM Regs		
<b>Section: Design</b>		
Design		
Topographical survey (if needed)		
Clearance for topographical survey (if needed)		
Obtaining Consents (if necessary) eg Planning and utility services		<b>% uplift on costs</b>
Studies to support Consent Application (if needed)		<b>At cost</b>
<b>Section: Build</b>		
Mobilisation		
Driveway		
Lighting columns including power supply		
Parking bays (permeable)		
Drainage		
Soakaway (or otherwise sustainable disposal of surface water)		
Provision (to site) of electrical vehicle 2no. charging points		
Installation (on site) of electrical vehicle 2no. charging points for 4 no. vehicles (parking bays) including power supply		
<b>SUMMARY TOTAL</b>		

<b>Dayworks:</b>		
Gang of 2 people for ½ day		
Plant & machinery % uplift on costs		
Materials % uplift on costs		



**SCHEDULE OF SUPPLEMENTARY INFORMATION**  
**(to be provided by the tenderer)**

We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. Schedule of Supplementary Information consist of the following information:

a) Attachment 1 - Preliminary Programme

- i) Site organisation and Method statement;
- ii) Mobilisation and Construction Schedules;
- iii) Contractor's Equipment; and
- iv) Contractor's Personnel.

b) Attachment 2 - Tenderers' Qualifications

Tenderers' Qualifications Without Prequalification

c) Attachment 3 - Other Information

- i) List of Proposed Subcontractors;
- ii) Name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract; and
- iii) Name and address of the bank, which will provide the Performance and Advance Payment Securities.