



## Campbell Park Parish Council

### Campbell Park Parish Council Community Hub - Demolition Phase

#### Invitation to Tender

1 September 2021

Originated by: Andrew Faraday  
Approved by:

## Contact details

**Andrew Faraday, Director**

D 0190 859 2020.  
E [andrew.faraday@curriebrown.com](mailto:andrew.faraday@curriebrown.com)

Currie & Brown UK Limited  
Spaces,  
100 Avebury Boulevard,  
Milton Keynes,  
MK9 1FH

## Contents

<b>1. Introduction.....</b>	<b>3</b>
1.1 Key Contact Details .....	3
1.2 Procurement Timetable .....	3
1.3 Project Team.....	4
<b>2. Instructions to Tenders.....</b>	<b>5</b>
2.1 Tender Submission.....	5
2.1.1 Submission Requirements.....	5
2.1.1 Tender Enquiries .....	5
2.1.2 Completion of Tenders .....	5
2.1.3 ITT Clarifications.....	6
2.1.4 Cost & Expenses .....	7
2.1.5 Tender Validity .....	7
2.1.6 Official Tender Amendments .....	7
2.2 Tender Procurement and Procedure.....	7
2.2.1 Canvassing & Collusive Behaviour .....	9
2.2.2 No Inducement Incentive .....	10
2.2.3 Contact Point .....	10
2.2.4 Confidentiality .....	10
2.2.5 Freedom of Information .....	11
<b>3. ITT Evaluation Criteria .....</b>	<b>12</b>
3.1 ITT Evaluation.....	12
3.2 Price Evaluation.....	12
3.2.1 Preliminaries/General Conditions .....	12
3.2.2 Contract Conditions .....	13
3.2.3 Overheads Charges and Profit .....	13
3.3 Quality Evaluation.....	13

## 1. Introduction

This document has been prepared to invite tender submissions from contractors for the demolition of an existing former public house, in Springfield, Milton Keynes. An overview of the project and its objectives are described in more detail within the Preliminaries and General Conditions and Architects information included in the tender pack.

The works will be procured under the National Federation Demolition Contractors Form of Direct Contract 2020 Edition as detailed in section A20 of the Preliminaries.

The Tenderer is required to return:

- a. A fixed price for the works using the Form of Tender included in this tender pack.
- b. A breakdown of that price (a Contract Sum Analysis) using an elemental format.
- c. 3nr References for similar projects, including detail of those projects
- d. CVs for: Contractor's agent, site manager, quantity surveyor
- e. Demolition method statement
- f. Policy for sustainable demolition
- g. H&S RIDDOR record for last 3 years
- h. Proposed programme for the works

Tenderers are asked to isolate preliminaries and overheads and profit from the measured works portion of their price.

Currie & Brown are appointed as the Cost Consultant for the works. A full list of the project team is included in Section 1.3.

### 1.2 Key Contact Details

Key Sections	Detail
Employer	Campbell Park Parish Council
Contract Title	Campbell Park Parish Council Community Hub – Demolition Phase
Proposed Mobilisation	1st November 2021 – 31 <sup>st</sup> December 2021
Construction Timescale	6 weeks 3 <sup>rd</sup> January 2022 (start on site) 11 <sup>th</sup> February 2022 (Completion)

### 1.3 Procurement Timetable

The timetable for the selection process of appointing the services described in this ITT is broadly as follows. The Employer reserves the right to alter the indicative timetable set out below at its sole discretion.

Activity	Estimated Date
Issue of Invitations to Tender	Wednesday 1 <sup>st</sup> September 2021
Date after which tenderer queries may not be responded to	Friday 17 <sup>th</sup> September 2021
Closing date for receipt of tenders	12 Noon, Friday 1 <sup>st</sup> October 2021
Successful Applicant Informed	W/C 25 <sup>th</sup> November 2021

#### 1.4 Project Team

Project Member	Representative
Client Representative	Dominic Warner (Clerk to Parish Council)
Architect & Contract Administrator	Nick Stenton – Stenton Obhi Architects
Cost Consultant	Andrew Faraday - Currie and Brown
Planning Consultant	Matthew Pearce – Smith Jenkins
Principal Designer	Richard Trotman - Hadland Manning Bullock

This document provides general information on the project and details the requirements of the Employer. Tenderers are required to check the documents and the number of each page and if any are missing or duplicated or if any writing or figures are indistinct, to notify the Cost Consultant immediately. No subsequent claim for loss consequent upon the failure to comply with this clause will be entertained.

No alteration, addition or qualifying note is to be made in the text of the documentation. Should any alteration, addition or note be made such will not be recognised and the text as printed will be strictly adhered to.

If there is any matter upon which the Contractor requires further information or clarification, he is to contact the Cost Consultant in good time in order that the necessary information can be collated and communicated to the contractor within a reasonable time.

The Employer is Campbell Park Parish Council and details are given in the Preliminaries section of this document; the Employer should not be contacted directly. Any reference herein to “Consultants” shall be deemed to refer to the Architect, Cost Consultant, Planning Consultants and any other Consultants that may be appointed from time to time by the Employer. Details are given in the Preliminaries section of this document.

## 2. Instructions to Tenders

These instructions are designed to ensure that all Tenderers are given equal and fair consideration.

### 2.1 Tender Submission

Tenders must be submitted via the procurement portal no later than 12 noon on Friday 1<sup>st</sup> October 2021.

Only tenders received through these means will be accepted. Please note that completed tenders received after the closing date and time may be rejected unless the Applicant can provide irrefutable evidence that the tender was capable of being received by the due date and time.

#### 2.1.1 Submission Requirements

Tenderers shall provide a full and comprehensive response to all matters raised in this ITT. Submission documents include the following;

- a. A fixed price for the works using the Form of Tender included in this tender pack.
- b. A breakdown of that price (a Contract Sum Analysis) using an elemental format.
- c. 3nr References for similar projects, including detail of those projects
- d. CVs for (at minimum): Contractor's agent, site manager, quantity surveyor
- e. Demolition method statement
- f. Policy for sustainable demolition
- g. H&S RIDDOR record for last 3 years
- h. Proposed programme for the works

#### 2.1.2 Tender Enquiries

All enquiries must be made in writing via the procurement portal.

#### 2.1.3 Completion of Tenders

The tender should ensure that all information is provided without ambiguity and provides a firm basis from which the contract can be awarded if the Tenderer is successful.

The information provided must not contain any qualifications to ensure a clear and accurate response is provided.

The Employer reserves the right to disqualify a bidder or to terminate any subsequent Contract if any material misrepresentation is made within their ITT submission.

The Employer reserves the right to reject any tender or other submission that is not submitted in accordance with the instructions given and their decision will be final.

The Employer reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

The contents of this ITT, and that of any other documentation issued in respect of this award process, remain the property of the Employer and their appointed consultants and are therefore confidential.

Tenderers are advised that their participation in this tender process is to remain private and confidential to their own business with exception of those parties that are intended to be part of the supply of the service. Third parties engaged by the Tenderer are also bound by the same requirements of this tender document.

Tenderers shall accept and acknowledge that by issuing this ITT the Employer shall not be bound to accept any Tender and reserves the right to terminate the procurement and, where appropriate, re-advertise the procurement.

The Employer reserves the right to carry out financial checks on all applicants. Indeed, any changes in the financial standing of the Tenderer must be notified at the time of the submission of the tender.

Tenderers must, at all times:

- a. comply with the Data Protection Act 1998 (DPA);
- b. indemnify the Employer against loss, destruction or procuring of data contrary to the DPA by the Tenderer, its servants or agents.

Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these instructions and any additional instructions given by the Cost Consultant, may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Form of Tender. Participation in the tender process automatically signals that the Tenderer accepts the Form of Tender.

#### **2.1.4 ITT Clarifications**

Please read all the notes in this ITT prior to compiling the tender, tenderers are responsible for satisfying themselves that they have obtained all information necessary for the preparation and submission of tender responses.

All clarifications are to be communicated via the procurement portal only. Only clarifications raised in this way shall be responded to. Facsimile, telephone or oral enquiries will not be accepted.

Tenderers may request clarifications at any point in the tender process however be advised that any queries submitted after the 18<sup>th</sup> August 2021 may not be responded to prior to the submission date. Tenderers are requested where possible to cross-reference questions to the relevant sections of the ITT.

If a Tenderer considers a tender query or clarification confidential insofar as it relates to their own proposals and commercial offer, a procedure will be adopted to prevent confidential information being released to the other tenders. The following procedure will be adopted:

- a. If a Tenderer believes that its request for clarification or enquiry is confidential then the request must be marked as 'Confidential'.
- b. The Cost Consultant considers, at their sole discretion, that they can answer the request for clarification on a confidential basis, then they will do so.
- c. If the Cost Consultant considers, at their sole discretion, that they are unable to respond to the request for clarification on a confidential basis, they will notify the Tenderer of their decision and the Tenderer will have the opportunity to withdraw the request for clarification or enquiry. If the Tenderer does not wish to withdraw their request for clarification, then the response will be issued to all Tenderers via a tender circular.

The Cost Consultant reserves the right to notify all Tenderers through tender circulars of any issue, of a general nature, arising out of any request for clarification or enquiry, which they consider would affect all Tenderers

Should any Sub-Contractors require any information or clarifications, these requests must be directed through the Tenderer only and not by any direct contact with the Employer or Project Team. Tenderers are advised that any requests for clarification or enquiries must be received no later than five working days before the date for return of Tenders. Requests received after this date may not be responded to.

#### **2.1.5 Cost & Expenses**

Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Employer or their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

The Employer reserves the right to cancel the tender process at any point.

The ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained within it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Employer and their advisors. No charge is levied against any bidder for the receipt of these tender documents.

#### **2.1.6 Tender Validity**

Submitted tenders should remain open for an acceptance period of no less than 60 days. A Tender valid for a shorter period may be rejected.

#### **2.1.7 Official Tender Amendments**

At any time prior to the deadline for the receipt of Tenders, the Cost Consultant may modify the ITT by amendment. Any such amendment will be numbered and dated and issued to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for receipt of Tenders.

### **2.2 Tender Procurement and Procedure**

The tender and procurement procedure is to be undertaken as follows:

Generally:

Tenders are being sought in a single stage competitive tender process based upon this ITT and any accompanying documentation.

Tenders shall be based on the requirements and responsibilities set out in the ITT and the drawings, etc., referred to therein and to be submitted on the Form of Tender.

Tenderers will be deemed to have visited the site before tendering and ascertained all local conditions and restrictions likely to affect the execution of the Contract Works.

Tenderers shall satisfy themselves as to the nature, extent and character of the Contract Works.

Tenderers shall include for all the works and items specified in the Tender Document and indicated on the drawings and all costs associated with processing and completing the same, and



for any item required to complete the design and Contract Works but which may not be specifically referred to or shown.

Tenderers will be deemed to have included for all costs and requisite number of site visits and any necessary overtime, both on site or off site to carry out and complete the Contract Works in accordance with the agreed programme.

Tenderers are to allow for and make all payments for Working Rule Agreements, Holidays with Pay Schemes, Sick Pay Schemes, subsistence, travelling time and fares, subsistence and lodging allowances, transport of workpeople, Pension Schemes, National Insurance Acts, Contracts of Employment Act, Redundancy Payments Act and Industrial Training Act, together with any additional costs arising out of the operation of any bonus or incentive schemes and any other costs or disbursements arising from the employment of labour.

Tenderers are also to allow for complying with the requirements of any National or Local Trade Agreements operating in the area in which the work is to be carried out.

Tenderers are advised that the Works are to be governed in respect of holidays, both Public and Annual, with consequent site closures, etc., in accordance with the rules and decisions of the NJCBI current at the time of tender and any such rules and decisions which may be promulgated after the Contract has been executed. Tenderers are deemed to have made allowance for current matters in their tender price and programme and shall adjust labour in order to maintain their agreed programme should any decisions be made after the date of tender without incurring additional time or expense.

Tenderers shall return with their tender a fully detailed build-up of their Preliminaries Costs indicating time related and fixed elements. The Cost Consultant may request during the period of reviewing tenders further details for build-up of Preliminaries and this shall be provided without delay.

By agreeing to receive these tender documents and by receiving them, the recipient agrees to keep confidential permanently the information contained herein or made available in connection with any further inquiries ("information provided"). The information provided may be made available to a Tenderer and its employees and professional advisors directly involved in the appraisal of such information but shall not, either in whole or part be copied, reproduced, distributed or otherwise made available to any other party in any circumstance without the prior written consent of Campbell Parish Park Parish Council, nor may it be used for any other purpose other than that for which it is intended and has been provided.

No person in the employment of Campbell Parish Park Parish Council and/or contracted to Campbell Parish Park Parish Council has any authority to make or give any representations, warranty, indemnity or undertaking, express or implied, either in respect of the information provided or any related transaction. Representations of information shall be made through briefing meetings between nominated Shenley Brook End & Tattenhoe Parish Council staff and Tenderers at various briefing meetings and through the contacts nominated elsewhere in this Tender Document.

You agree that you will not use Campbell Parish Park Parish Council's title, branding or reference, or that of its subsidiaries and/or affiliates for any purpose such as announcements, advertising, marketing or publicity without prior written consent.

No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the Invitation to Tender. Tenders must not be qualified in any way and must be submitted strictly in accordance with the Invitation to Tender, including these instructions. Tenders must not be accompanied by any documentation that may be construed as rendering the Tender equivocal and/or ambiguous.

## 2.2.1 Canvassing & Collusive Behaviour

Any Tenderer who directly or indirectly canvasses any officials, members, employees or agents of the Employer concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from such official, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified. Any Tender or other documents submitted in respect of which the Tenderer:

- fixes or adjusts the amount, prices, charges and rates shown:-
  - a. by or in connection with any agreement or arrangement with any other person; or
  - b. by reference to any other Tenders;
- communicates to any person other than the Cost Consultant any information
- enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Tenderer in its Tenders and other documents; or
- offers or agrees to pay or give, or does pay or give, 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 Tenderer or any other proposed Tenders or other documents any act or omission; or
- has directly or indirectly canvassed any member of the Employer organisation concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenders or Proposals submitted by any other Tenderer

shall not be considered for acceptance and shall accordingly be rejected by the Employer provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Employer in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

In submitting its Tenders each Tenderer warrants, represents and undertakes to the Employer: -

- it has not done any of the acts or matters referred to in section above and has complied in all respects with these ITT notes;
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Employer by the Tenderer, its employees or agents in connection with or arising out of the Tenders are true, complete and accurate in all respects;
- it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tenders;
- it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Schedule and included in its Proposals;
- it has full power and authority to enter into the contract and undertake the services if required;

- it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the services if required;
- it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Employer and that is for the time being in the possession of the Tenderer.

### **2.2.2 No Inducement Incentive**

The ITT 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 the contract or any other contractual agreement.

### **2.2.3 Contact Point**

Tenderers must name a single point of contact in their organisation for the purposes of this procurement process.

### **2.2.4 Confidentiality**

All documents issued in connection with this ITT shall remain the property of the Employer and shall be used only for the purposes of this procurement process.

Subject to paragraph 'b.' below of this section of the ITT instructions, the contents of the ITT Submission document are being made available by the Employer on condition that:

- Tenderers shall at all times treat the contents of the ITT and any related documents (together called the Information) as confidential, save in so far as they are already in the public domain;
- Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- Tenderers shall not undertake any publicity activity within any section of the media.

Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- the Tenderer obtains the prior written consent of the CA in relation to such disclosure, distribution or passing of Information; or
- the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to the contract arising from it; or

- h. the Tenderer is legally required to make such a disclosure.

In this section above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate. The Employer may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Employer may make any of the Tender Responses available for private inspection by its officers, employees, agents or advisers. The Employer also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender.

### **2.2.5 Freedom of Information**

The Tenderers acknowledge that the Employer may be subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), subordinate legislation made under FOIA and any guidance and/or codes of practice issued (from time to time) in relation to FOIA.

Where a Tenderer considers that any of the information included in its bid is commercially sensitive, the Tenderer should identify this and explain in broad terms what harm might result from disclosure of the information in response to a relevant information request received by the Employer, as well as the time period applicable to such commercial sensitivity. Alternatively, where a Tenderer considers that any other exemption applies to information submitted, this should be identified and explained.

Tenderers should however be aware that, although the Employer will take into account the reasons given for treating information as commercially sensitive or otherwise exempt, the Employer may nevertheless be required to disclose it under FOIA where such disclosure is considered to be in the public interest. The Employer shall be responsible for determining, in its sole discretion, whether any exemption under FOIA applies.

Once, and if, the contract has been entered into, the Employer may release details of that agreement into the public domain, subject to the confidentiality provisions contained therein. Tenderers should be aware of this possibility

### **3. ITT Evaluation Criteria**

#### **3.1 ITT Evaluation**

The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most advantageous tender which will be determined upon a combination of price and quality criteria.

Upon receipt, the ITT submission will remain unopened until the deadline has passed. The Cost Consultant may decide to hold a formal opening ceremony with key stakeholders present to oversee the recording of tenders received.

Each tender will be reviewed prior to evaluation to ensure its completeness and compliance to the tender specification outlined within this document. Incomplete or non-compliant tenders may be rejected prior to evaluation.

Tenderers may be contacted for clarification of information as required.

Tenderers are permitted to clarify the requirements in the ITT however the Tender submissions must be contractually certain and capable of acceptance by the Employer.

Tenderers may be invited to attend a formal interview post submission to enable the evaluation panel to discuss the tenderer's submission. Details of the requirements for the interview will be forwarded post tender.

The assessment of the Tenders received will be carried out by the Employer's representatives.

#### **3.2 Price Evaluation**

The Contractor must bear their own costs in preparing their tender submissions, including design reviews, presentations and meetings.

Evaluation of the contractors price will be conducted using information submitted in the form of tender, the Contractors Contract/Tender sum analysis and any other qualitative submission which the cost consultants believe may have an impact on the costs of the works.

Any anomalies identified will be flagged and tenderers will be given the opportunity to clarify aspects that were unclear.

Identification and treatment of abnormally low tenders: The Cost Consultant may deem a tender to be abnormally low should there be a reasonably distinct difference between the mean tender price and the tender in question. Tenderers will be given the opportunity to justify and substantiate their submitted pricing proposal, however if the response leaves the Contracting Authority in any doubt about the tenderer's financial viability then this tender will be rejected.

Tenderers are required to return pricing information in the detail requested to provide an unambiguous and firm basis for the establishment of a Tender.

All pricing is to be on a fixed price basis in accordance with the Conditions of Contract. All prices will be nett; all discounts must be passed back to the Employer. All prices are to be firm for the proposed construction period including all allowances for tender price inflation.

##### **3.2.1 Preliminaries/General Conditions**

Tenderers are required to submit a price for all preliminary items and other lump sum services including all those listed within the Preliminaries section of this document taking account of all stated restrictions and procedures.

In addition to detailing the site set-up and Management costs and proposals, the build-ups shall clearly show the method of dealing with Insurances and the amounts proposed for the same. The Cost Consultant may ask for the build-up provided at tender stage to be broken down further.

Where relevant of occupations of site staff and the period of employment and periodic rates, also types and descriptions of plant and equipment, hire periods and rates, costs of fuel and operatives, installation and transport to and from site and the like shall be identified. Where items of staff, plant or equipment are allocated to a particular section of the Works this is to be clearly indicated.

Items of cost that are fixed sums or are periodic or time-related are to be clearly indicated.

In addition, tenderers shall provide details of contractor's site compound location and size, car parking proposals, phasing proposals, programme, craneage, delivery regime, procurement, contract, off-site highway works, demolition & remediation, managing risk, tenant liaison, Health and Safety and Temporary Works.

The price shall exclude overheads and profit, which is to be stated separately.

The price shall include for all requirements of the tender documents and any other information whatsoever provided or available at the time of tender.

### **3.2.2 Contract Conditions**

Any tender submitted by the tenderer shall constitute acceptance of all contract conditions and amendments to the National Federation Demolition Contractors Form of Direct Contract 2020 Edition as listed in Section A20 of the Preliminaries document.

If there are any contract conditions or amendments within the tender documents that the tenderer is unable to accept then the tenderer must notify the Cost Consultant within one week of issue of the tender documents.

Any amendments made by the Contractor to the contract conditions without any prior written notice given by the date above will be considered non-compliant and may be discarded by the Employer.

### **3.2.3 Overheads Charges and Profit**

Tenderers are to state what percentage will be added to the total of the nett prices for the works carried out for overheads and profit. This percentage addition will also be used in the calculation of any variations post contract. If a lump sum for overheads and profit is submitted, then this will not be adjusted by any variations during the contract.

The percentage will be deemed to include for all the Tenderer's overhead expenses including his establishment costs not specifically priced by the Tenderer in the Preliminaries, and for the Tenderer's Profit. Any preliminary items not priced will be deemed included in the Contractors Overheads.

## **3.3 Quality Evaluation**

Tenderers are required to submit the following with their tender submission:

- a. A fixed price for the works using the Form of Tender included in this tender pack.
- b. A breakdown of that price (a Contract Sum Analysis) using an elemental format.
- c. 3nr References for similar projects, including detail of those projects

- d. CVs for: Contractor's agent, site manager, quantity surveyor
- e. Demolition method statement
- f. Policy for sustainable demolition
- g. H&S RIDDOR record for last 3 years
- h. Proposed programme for the works