

North Somerset Council

**CONTRACT FOR
SOUTH ROAD RETAINING WALL
GROUND INVESTIGATION**

Name of Tenderer

INSTRUCTIONS FOR TENDERERS

1. The Tenderer must price and extend every item in the Bill of Quantities, complete and sign the Form of Tender for the whole of the Works as specified, entirely clear of any extra requirements or alteration or condition on acceptance.

The Tenderer may submit explanatory information relevant to his offer, but this must not in any way be at variance with the requirements of the Tender Documents. The Tenderer is responsible for the supervision and undertaking of all elements of the investigation detailed in the tender documentation.

The Tenderer should examine all documents as soon as possible and immediately inform the Employer/Engineer in writing of any apparent ambiguity or discrepancy in the Tender Documents.

If the Tenderer should also wish to submit for consideration alternative offers, or to place certain conditions on acceptance or introduce proposals outside the content of the Tender Documents, he may set out his proposals together with such details, prices and alternative tender sums as would apply in the form of a separate Tender. The Documents shall be clearly marked "Alternative Tender". Alternative Tenders will only be considered where the Tenderer has also submitted a clear Tender in accordance with the first and second paragraph hereof.

2. Every Tender shall be made on the forms supplied without any alteration therein except such as may be necessary by reason of the Tender being made by a Firm or Limited Company.

The Bill of Quantities shall have the appropriate columns filled in by the person or persons, Firm or Company, making the Tender (hereinafter referred to as "the Tenderer") with the rates upon which the Tender is made. Tenders must in all cases be for the execution of the work in accordance with the Instructions to Tenderers, Conditions of Contract, Specification, Bill of Quantities and the Drawings which have been prepared by the Engineer and which the Tenderer shall be deemed to have examined.

3. Any quantities in the Bills of Quantities which are required to be extended but which are left unpriced shall be deemed to be included in the price for the other items of work relative thereto.
4. The Contractor shall make full allowance in his Tender to cover all costs of travelling and travelling time, subsistence, guaranteed week holidays with pay, and all similar allowances which may be made to his employees engaged on the Works.
5. Where examination of Tenders reveals errors or discrepancies in the rates which would affect the Tender Figure in an otherwise successful Tender, the Tenderer will be given details of such error and discrepancies and afforded an opportunity of confirming his rates or withdrawing his Tender.
6. No tender shall be considered unless received no later than the time and date mentioned at the end of these instructions.
7. The submission of any communication revealing the tender price, other than the Tender itself will disqualify the Tender.
8. The Employer does not bind itself to accept the lowest of any Tender and will not pay any expense in connection therewith.
9. The Tender will remain open for acceptance for 90 days after the closing date for receipt of Tenders.
10. All rates are to be nett exclusive of Value Added Tax.

11. Tenderers and any of their agents will, on application to the Engineer, be granted permission by the Employer to enter designated premises/land for the purposes of considering the site and surroundings in connection with this Tender.
12. The Tender returns must include the following:

Part A – Documentation Submission

1. Signed Form of Tender, inclusive of Appendix Part 2
2. Proof of insurances as detailed in Form of Tender, Appendix Part 2, Section 1
3. Signed Form of Agreement
4. Programme, including an indication of the time following receipt of the Engineer's written instruction for the Tenderer to start works on Site.

Part B – Financial Submission

1. The completed Bill of Quantities.
13. The completed Tender returns shall be submitted via [the portal www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

To arrive no later than 13:00noon on 01st May 2020

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Infrastructure Conditions of Contract (ICC) Ground Investigation Version, August 2011, approved by the Association for Consultancy and Engineering (ACE) and Civil Engineering Contractors Association (CECA), based on the ICE Conditions of Contract and subject to the following amendments and special conditions:

- Clause 1 (1) (a) "Employer" means North Somerset Council, Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ
- (c) "Engineer" means Chandan Bhumpelly

Special Clauses/ amendments to ICC Ground Investigations Version, August 2011:

- Clause 60(9)(b) Line 2 delete "no later than five days after" and insert "by"
- Line 3 after "sub-clause (2)" insert "the Contractor's monthly statement given under sub-clause 60(1) shall be the payment notice or, in the event that no monthly statement was given by the Contractor,"
- Clause 60(10) Side Heading. Delete "withhold payment" insert "pay less"
- Line 2 after "is to" insert "pay less than or"
- Line 2 delete "after the final date for payment"
- Line 2 delete "of" and replace with "from"
- Line 5 after "specifying the" delete the remainder of the sentence and insert "sum that the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated."

Special Clauses/ amendments to ICC Ground Investigations Version, May 2015:

- Clause 71 Heading and side heading- delete '2007' insert '2015'
- Clause 71(1) Replace with:
- In this Clause:
- (a) 'the Regulations' means the Construction (Design and Management) Regulations 2015 or any statutory re-enactment or amendment thereof for the time being in force
- (b) 'Construction Phase Plan' means the document recording the health and safety arrangements, site rules and any specific measures for construction work as described in regulation 2(1) of the Regulations and prepared in accordance with regulation 12 of the Regulations
- (c) 'Principal Designer' and 'Principal Contractor' means the persons so described in regulation 2(1) of the Regulations

Clause 71(2)

Replace with:

Where and to the extent that the Regulations apply to the Works and

(a) The Engineer is appointed as Principal Designer and/or

(b) The Contractor is appointed Principal Contractor

Then in taking any action as such they shall state in writing that the action is being taken under the Regulations

Clause 71(3)(a) and (b) Replace the words 'CDM Co-ordinator' with the words 'Principal Designer'

FORM OF TENDER

(NOTE: The Appendix forms part of the Form of Tender)

In connection with: **South Road Retaining wall, Ground Investigation**

To: North Somerset Council
Town Hall
Walliscote Grove Road
Weston-super-Mare
BS23 1UJ

To whom it may concern,

Having examined the Drawings, Conditions of Contract, Specification and Bill of Quantities for the carrying out of the above-mentioned Investigation (and the matters set out in the Appendix hereto), we offer to carry out the whole of the said Investigation in conformity with the said Drawings, Conditions of Contract, Specification and Bill of Quantities for such sum as may be ascertained in accordance with the said Conditions of Contract.

We undertake to complete and deliver the whole of the Site Operations and Investigation comprised in the Contract within the times stated in the Appendix hereto.

If our Tender is accepted, we will, if required, provide security for the due performance of the Contract as stipulated in the Conditions of Contract and Appendix hereto.

Unless and until a formal Agreement 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.

Yours faithfully

Signature

Position

Address

.....

Date

FORM OF TENDER (APPENDIX)

(NOTE: Relevant Clause numbers are shown in brackets)

Appendix – Part 1 (to be completed prior to the invitation to tender)

- | | | |
|-----------|--|--|
| 1 | Name of the Employer (Clause 1(1)(a)) | North Somerset Council |
| | Address | Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ |
| 2 | Name of the Engineer (Clause 1(1)(c)) | Chandan Bhumpelly |
| | Address | Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ |
| 3 | Defects Correction Period (Clause 1(1)(w)) | 8 weeks |
| 4 | Parts or Sections of the Investigation which shall not be sub-contracted without the Engineer's prior written approval (Clause 4(2)) | |
| | N/A | |
| | | |
| 5 | Number and type of copies of Drawings to be provided (Clause 6(1)(b)) | |
| 6 | Form of Agreement (Clause 9) | Required / Not Required |
| | If required | Signed / Sealed |
| 7 | Performance Bond (Clause 10(1)) | Required / Not Required |
| | Amount of Bond (if required) to be | N/A % of Tender Total |
| 8 | Minimum amount of third party insurance (persons and property) (Clause 23(3)) | |
| | £ 5 million – professional indemnity | |
| | £ 5 million – employer's liability | |
| | £ 5 million – public liability | |
| | for each and every occurrence | |
| 9 | Commencement Date (if known) (Clause 41(1)(a)) | To be confirmed |
| 10 | Time for completion calculated from the Commencement Date (Clause 43) ^a | |
| | Sections of the Investigation (Clause 1(1)(y)) ^b | |
| | Section A: The whole of the Site Operations | 12 days |
| | Section B: Laboratory Testing | 2 weeks |
| | Section C: Draft Report | 1 weeks |

Section D: Final Report	1	weeks
The Remainder of the Investigation	N/A	weeks

11 Liquidated damaged for delay (Clause 47)

	per day/week	limit of liability ^c
Section A (as above)	£ 250	£ 300
Section B (as above)	£ 100	£ 100
Section C (as above)	£ 0.0	£
Section D (as above)	£ 300	£ 300
The Remainder of the Investigation (as above)	£	£
The total of the Liquidated Damages shall not exceed (Clause 47(3))		£ 1000

12 Vesting of materials not on Site (Clauses 54(4) and 60(1)c)) (if required by the employer) ^d

1 N/A	4	
2	5	
3	6	

13 Method of measurement adopted in preparation of Bills of Quantities (Clause 57) ^e

UK SPECIFICATION FOR GROUND INVESTIGATION, 2ND EDITION, PUBLISHED BY ICE

14 Percentage of the value of goods and materials to be included

in Interim Certificates (Clause 60(2)(b)) **N/A** %

15 Minimum amount of Interim Certificates (Clause 60(3)) £ **1000**

16 Rate of retention (recommended not to exceed 5%) (Clause 60(5)) **5** %

17 Limit of retention (% of Tender Total) (Clause 60(5)) (Recommended not to exceed 3%) **3** %

18 Bank whose Base Lending Rate is to be used (Clause 60(7)) **BANK OF ENGLAND**

19 Requirement for prior approval by the Employer before the Engineer can act.
DETAILS TO BE GIVEN AND CLAUSE NUMBER STATED (Clause 2(1)(b)) ^f

N/A

20 Name of the Principal Designer (Clause 71(1)(c))

NORTH SOMERSET COUNCIL

Address

21 Name of the Principal Contractor (if appointed) (Clause 71(1)(c))

Address

22 Period for Approval (14(7))

Testing Schedule	1 weeks
Draft Report	1 weeks
Final Report	1 weeks

23 Maximum sum for the Contractor to make changes without an instruction (Clause 13(4)) £ **0.00**

24 The arbitration procedure to be used is (Clause 66C(2)(a))

- (a) The Institution of Civil Engineers' Arbitration Procedure (1997) or ^g
- (b) The Construction Industry Model Arbitration Rules ^g

If no deletion is made The Institution of Civil Engineer's Arbitration Procedure (1997) shall be used.

- a If not stated is to be completed by Contractor in Part 2 of the Appendix.
- b To be completed with brief description. The item for "the Remainder of the Investigation" must be used to cover the balance of the Investigation if the Sections described do not in total comprise the whole of the Investigation.
- c Delete where not required.
- d (If used) Materials to which the Clauses apply must be listed in Part I (Employer's option) or Part 2 (Contractor's option).
- e Insert here any amendment or modification adopted if different from that stated in Clause 57.
- f If there is any requirement that the Engineer has to obtain prior approval from the Employer before he can act full particulars of such requirements must be set out above.
- g Delete one as appropriate.

Appendix – Part 2b (to be completed by Contractor)

- 1 Insurance Policy Excesses (Clause 25(2)) £
- Insurance of the Investigation (Clause 21(1)) £
- Third party (property damage) (Clause 23(1)) £

2 Time for completion calculated from the Commencement Date (Clause 43) (if not completed in Part 1 of the Appendix.

Sections of the Investigation (Clause 1(1)(y)) (as detailed in Part 1 of the Appendix)

- Section A weeks
- Section B weeks
- Section C weeks
- Section D weeks
- The Remainder of the Investigation weeks

3 Vesting of materials not on site (Clauses 54(4) and 60(1) (c) (at the option of the Contractor – see ^d in Part 1)

- 1 4
- 2 5
- 3 6

4 Sub-contractors to be used by the Contractor (Clause 4(3))

.....
.....

5 Percentage(s) for adjustment of PC sums (Clauses 59(5)c) (with details if required)

.....
.....

FORM OF AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2019

BETWEEN

1 North Somerset Council (hereinafter called "the *Employer*");

AND

2 _____ a company incorporated with
registered number _____ whose registered office is at

(hereinafter called "the *Contractor*").

WHEREAS the Employers is desirous that certain Investigation should be carried out in connection with **South Road Retaining Wall, Weston-super-Mare**

and has accepted a Tender by the Contractor for carrying out the Investigation.

NOW THIS AGREEMENT WITNESSETH as follows

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to the in the Conditions of Contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and be construed as part of this Agreement, namely
 - (a) The said Tender and the written acceptance thereof
 - (b) The Drawings
 - (c) The Conditions of Contract
 - (d) The Specification
 - (e) The Priced Bill of Quantities
- 3 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to carry out the Investigation in conformity in all respects with the provisions of the Contract.
- 4 The Employer hereby covenants to pay to the Contractor in consideration of the carrying out of the Investigation the Contract Price at the times and in the manner prescribed by the Contract.

Continued...

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written

SIGNED on behalf of the said _____ (the Employer)

Signature _____

Signature _____

Position _____

Position _____

In the presence of _____

In the presence of _____

SIGNED on behalf of the said _____ (the Contractor)

Signature _____

Signature _____

Position _____

Position _____

In the presence of _____

In the presence of _____