

TORBAY COUNCIL

Part 7 Form of Tender

Contract Reference

TPL0321

Contract Title

Highway Surface Dressing 2021

Procurement Procedure

Open

Maximum Period of Contract

3+2+1

Return Date

Friday 19 March 2021

Return Time

12:00 noon

Return To

www.supplyingthesouthwest.org.uk

Applicant Name

SHORT DESCRIPTION OF WORKS:-

All permanent and temporary works in connection with Surface Dressing.

FORM OF TENDER

(NOTE: The Appendix forms part of the Tender)

To: The Council of the Borough of Torbay

GENTLEMEN,

Having examined the Conditions of Contract, Specification and Bill of Quantities for the undertaking of the above mentioned Works (and the matters set out in the Appendix hereto), we offer to construct and complete the whole of the said Works and maintain the Permanent Works in conformity with the said Conditions of Contract, Specification and Bill of Quantities.

We undertake to complete and deliver the whole of the Permanent Works comprised in the Contract within the time stated in the 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 that you may receive.

We are, Gentlemen,

Yours faithfully,

Signature

Address

.....

Date

FORM OF TENDER (APPENDIX)

(NOTE: Relevant Clause numbers are shown in brackets)

APPENDIX - PART 1 (TO BE COMPLETED PRIOR TO THE INVITATION OF TENDERS)

1. Name of the Employer (Clause 1(1)(a))
..... The Council of the Borough of Torbay
AddressTown Hall, Castle Circus, Torquay, Devon
2. Name of the Engineer (Clause 1(1)(c)) G Redfern
Address Town Hall, Castle Circus, Torquay, Devon
3. Defects Correction Period (Clause 1(1)(s)) .. 52 .. weeks

for each completed programme
4. Parts of sections of the works which shall not be sub-contractors without the engineers prior written approval (clause 4(2))
5. Number and type of copies of Drawings to be provided (Clause 6(1)(b))
One copy of each drawing listed in the Specification
(a) Chipping Landing Site, to be obtained by Contractor
6. Contract Agreement (Clause 9)Required
7. Minimum amount of third party insurance (persons and property) (Clause 23(3))

..... £5,000,000 each and every occurrence
8. Works Commencement Date (if known) (Clause 41(1)(a)) . 1st May 2021 for 2021 programme.
9. Time for Completion (Clause 43)^a
EITHER for the whole of the Works .. 8.. weeks

OR for Sections of the Works (Clause 1(1)(u))^b
Section A – 2017 programme 8.... weeks
Section B – 2018 programme 8.... weeks

the Remainder of the Works

Section C – Contract may be extended to include a programme of 2 years + 1

years(at the Council's discretion) depending on the performance of the Contractor and the agreement of both parties 8.... weeks

- 10. Liquidated damages for delay (Clause 47)
 - EITHER for the whole of the Works £600 per week
 - Section A (as above) £600 per week
 - Section B (as above) £600. per week
 - Section C (as above) £600. per week

- 11. Vesting of materials not on Site (Clauses 54(1) and 60(1)(c)) (if required by the Employer)^d
 - 1 4
 - 2 5
 - 3 6.....

- 12. Method of measurement adopted in preparation of Bills of Quantities (Clause 57)^e
 - ... Civil Engineering Standard Method of Measurement 3rd Edition

- 13. Percentage of the value of goods and materials to be included in Interim Certificates (Clause 60(2)(b)) .. 80%

- 14. Minimum amount of Interim Certificates (Clause 60(3)) .. £20,000

- 15. Rate of retention (recommended not to exceed 5%) (Clause 60(5)) .. 5%

- 16. Limit of retention (% of Tender Total) (Clause 60(5))
(Recommended not to exceed 3%) .. 3%

- 17. Bank whose Base Lending Rate is to be used (Clause 60(7))
 - Average of Lloyds, Barclays, HSBC, National Westminster

- 18. 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
 -
 -
 -
 -

19. Name of the Planning Supervisor (clause 71(1)(b))

.....
SWISCo Ltd On behalf of Torbay Council

Address – Aspen Way, Yalberton Industrial Estate, Paignton TQ4 7QR
.....

20. Name of Principal Contractor (clause 71(1)(b))

.....
APPOINTED CONTRACTOR

Address

21. The Arbitration Procedure to be used is (clause 60(11)(a))

The Institution of Civil Engineer's Arbitration Procedure (1997)

- a If not stated is to be completed by Contractor in Part 2 of the Appendix.
- b To be completed if required, with brief description. Where Sectional completion applies the item for "the Remainder of the Works" must be used to cover the balance of the Works if the Sections described do not in total comprise the whole of the Works.
- c Delete where not required.
- d (if used) Materials to which the Clauses apply must be listed in Part 1 (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.

APPENDIX - PART 2

(To be completed by Contractor)

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

2. Time for Completion (Clause 43) (if not completed in Part 1 of the Appendix)
EITHER for the whole of the Works weeks
OR for Sections of the Works (Clause 1(1)(u)) (as detailed in Part 1 of the Appendix)
Section A weeks
Section B weeks
Section C weeks
Section D weeks
the Remainder of the Works weeks

3. Vesting of materials not on site (Clauses 54(1) and 60(1)(c)) (at the option of the Contractor - see ^d in Part 1)
1 4
2 5
3 6

4. Percentage(s) for adjustment of PC sums (Clauses 59(2)(c) and 59(5)(c)) (with details if required)
.....
.....

FORM OF AGREEMENT

THIS AGREEMENT made the day of..... 20

BETWEEN

of

in the County of (hereinafter called "the Employer")

and

of

in the county of (hereinafter called "the Contractor").

WHEREAS the Employer is desirous that certain Works should be constructed, namely the Permanent and Temporary Works in connection with

Surface Dressing 2017 - 19 and has accepted a Tender by the Contractor for the construction and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and 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 or Schedule of Rates.
 - (f) the Bond of Surety
 - (g) the Forms
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 construct and complete the Works 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 construction and completion of the Works the Contract Price at the times and in the manner prescribed by the Contract.

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 Ltd/plc

Signature Signature

Position Position

In the presence of..... In the presence of

or SIGNED SEALED AND DELIVERED AS A DEED

by the saidLtd/plc

in the presence of.....