

Tender
Documentation

Proposed Site Redevelopment
Works
at
The Boulevard Allotments, Sutton
Coldfield, B73 5JE



August 2025

Issue T1

Ref : JB/BH/110825

Royal Sutton Coldfield Town Council
AFE Business Centre,
62 Anchorage Road,
Sutton Coldfield,
B74 2PG

Email:
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Document History

Revision	Date	Revision
T1	11 th August 2025	Tender Issue
Signed		
Printed	John Beggan	

Tender
Documentation

Section 1 Project Executive Summary

August 2025

Issue T1

Section 1 Tender Executive Summary

1.0 PROJECT SUMMARY

1.1 The Project

- 1.1.1 The works comprise the site redevelopment of The Boulevard Allotments including the following works
- Site establishment and enabling works
 - Ground and civil works
 - Hard and soft landscaping works
 - Proposed drainage works
 - Electrical works
 - Site fittings
- 1.1.2 Tenders are to be returned in accordance with Section 1.8 on or before **28th August 2025 12:00pm** via email at tender@suttoncoldfieldtowncouncil.gov.uk addressed to the offices of Royal Sutton Coldfield Town Council cleared marked for the attention of the Chief Executive Officer.
- 1.1.3 Temporary electric and water are not available and the Contractor will have to make their own arrangements for providing these for the Works.
- 1.1.4 The works have been determined by a boundary line on the proposed plan.
- 1.1.5 The works are to be carried out in a single phase and the working area will be entirely the responsibility of the Contractor.
- 1.1.6 The works are within a populated public open space and must ensure that the works are securely segregated at all times. The Contractor will be responsible for ensuring that the works remain safe and secure during the whole of the contract period.
- 1.1.7 Areas where no works are to be carried out will remain outside the Contractors remit (unless for access).
- 1.1.8 The Contractor is to prevent any impediment to the local residents or businesses. Do not block or hinder service roads or emergency routes outside of the works boundary.
- 1.1.9 It is the intention to carry out the works awarded under **JCT Minor Works Form of Building Contract without Quantities** in a single phase with no sectional completion or partial possession.
- 1.1.10 The Contractor Designed Portion is as stated with the contract particulars.
- 1.1.11 The Works are to take no longer than 4 weeks.
- 1.1.12 For the avoidance of doubt the project does not fall within the provisions set out under the Construction (Design and Management) Regulations 2015 (CDM 2015). ~~A copy of the Pre Construction Information is contained in~~ **Appendix E**.
- 1.1.13 A full underground services including topographical survey is required to be carried out as part of the contractors tendered scope.
- 1.1.14 Soils analysis reports have not been provided.
- 1.1.15 A Party Wall Award is not applicable on this project.

Section 1 Tender Executive Summary

1.2 Purpose of Tender

- 1.2.1 The purpose of this Tender is to establish a lump sum fixed price for the works on behalf of the Client and provide the tendering contractor with:
- a clear statement of tender and contract requirements.
 - a statement of performance requirements.
 - sufficient information to enable the production of tender documentation.
 - a document that will be incorporated into the Contract Documentation
 - information on restrictions and limitations which may affect productivity and sequence of working
- 1.2.2 The Tender will be a Works Contract tendered on an **Open Basis issued via the Crown Commercial Service – Contract Finder**.
- 1.2.3 If the Contractor cannot tender for any part(s) of the work as defined in the Tender Document they must inform the Quantity Surveyor immediately in writing, defining the relevant part(s) and stating the reason(s) for their inability to tender.
- 1.2.4 The Employer and the Employer's representatives offer no guarantee that the most technically / commercially advantageous tender will be recommended for acceptance or accepted and will not be responsible for any cost incurred in the preparation of any tender.
- 1.2.5 Tenders must remain open for consideration (unless previously withdrawn) for not less than **13 weeks** from the date fixed for the submission or lodgement of tenders.
- 1.2.6 **"The Employer"** shall mean **Royal Sutton Coldfield Town Council of AFE Business Centre, 62 Anchorage Road, Sutton Coldfield B74 2PG** – referred to in this document as The Employer.
- 1.2.7 **"The Contract Administrator"** shall mean **Felton Consult of 4 Church Court, Cox Street, Birmingham, B3 1RD**, referred to as **CA**.
- 1.2.8 **"The Designer"** will reference pre tender **Design** as included in Appendix C and referred to as **Francis Mahfooz Ltd of 261-271 Stratford Road, Sparkhill, Birmingham, B11 1QS**, referred to as **Designer (Pre Tender)**.
- 1.2.9 **"The Principal Designer"** will be referred to as **Francis Mahfooz Ltd of 261-271 Stratford Road, Sparkhill, Birmingham, B11 1QS**.
- 1.2.10 It is the intention of the Employer to enter into a contract with a Contractor to carry out the works as described in this document in accordance with the conditions of the Contract. There are elements which the Contractor will be responsible for design and these have been clearly stated within the tender documents.
- 1.2.11 The information, terms, conditions and requirements set out in this document are to be taken into account, but any item, condition or requirement not stated, but necessary for the proper completion of the intended works, shall be allowed for in the lump sum price.

Section 1 Tender Executive Summary

1.3 Project Particulars

1.3.1 The Works

Nature	Site Redevelopment Works
Location	The Boulevard Allotments, Sutton Coldfield, B73 5JE
Sections	Single Phase Only

1.3.2 Employer Details

Name	Royal Sutton Coldfield Town Council
Address	AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG
Contact	See Felton Consult

1.3.3 The Contract Administrator / Quantity Surveyor

Name	Felton Consult
Address	4 Church Court, Cox Street, Birmingham, B3 1RD
Contact	John Beggan Brad Hosker
Tel	0121 647 6989 07802 815 705
E-mail	johnb@feltonconsult.co.uk bradh@feltonconsult.co.uk

The Project Manager will also act as Contract Administrator under the JCT Contract

1.3.4 Principal Designer

Name	As 1.3.5
Address	
Contact	
Tel	
E-mail	

1.3.5 Pre-Tender Design

Name	Francis Mahfooz Ltd
Address	261-271 Stratford Road, Sparkhill, Birmingham, B11 1QS
Contact	Tariq Mahfooz
Tel	07888 737 326
E-mail	TARIQ.MAHFOOZ@FRANCISMAHFOOZ.CO.UK

1.3.6 Structural Engineer / Civil Engineer

Not applicable

1.3.7 Services Engineer

Not applicable

1.3.9 Building / Approved Inspector (if applicable)

Birmingham City Council

Section 1 Tender Executive Summary

1.4 Tender Documents

- 1.4.1 All tender documents, drawings, etc. shall be read in conjunction with each other and the Contractor is to take into account all the contents therein. Various requirements of the scheme are identified in different documents and the Contractor is to allow for all of these. Any discrepancies should be raised with the Contract Administrator on receipt of tender.
- 1.4.2 The Tender will be a Works Contract tendered on an Open Basis issued via the Crown Commercial Service – Contract Finder.
- 1.4.3 No guarantee is offered that any Tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given. No liability is accepted for any cost incurred in the preparation of any Tender.
- 1.4.4 Following submission keep Tender open for consideration (unless previously withdrawn) for not less than **12 weeks**.
- 1.4.5 The drawings from which the quantities included in the specification have been prepared using the tender drawings. **However these are for guidance only as it will be the responsibility of the Contractor to check and confirm the accuracy.** The contract entered will be deemed a lump sum fixed cost – varied only in accordance with the contract.
- 1.4.6 The Contractor must bear in full all costs incurred in connection with the preparation of this tender and all such further input as may be required to enable an appointment to be made.
- 1.4.7 Tendering should be carried out in accordance with the principles of the JCT Tendering Practice Note 2012 (which replaces Practice Note 6). Errors will be dealt with in accordance with Alternative 2.
- 1.4.8 Qualified tenders will not be accepted unless alterations and qualifications are confirmed in writing to the Quantity Surveyor. You are to seek written confirmation prior to tender submission. Tenders containing unauthorised alterations or qualifications may be rejected.
- 1.4.9 The Contractor is to examine and review the tender enquiry document upon receipt and bring to the Contract Administrator's or Project Manager's attention. The final date for all tender queries will be **one week** prior to tender return.
- 1.4.10 Do not amend the documents without written authorisation. No amendments shall be made to the text, wording or figures in any of the tender documents unless specifically ordered by the Contract Administrator. If any unauthorised qualification or amendment is made it shall not be recognised and the document shall be construed as if unamended.
- 1.4.11 The Contractor shall be deemed to have carefully examined all the drawings referred to in this Tender document and to have ascertained from them the extent and character of the work and, insofar as this may reasonably be inferred from these drawings and inspection of the site, what restrictions are imposed upon the means of carrying out the works.
- 1.4.12 Any such items not identified, where a discrepancy occurs during the scheme, will be ruled on by the Contract Administrator. These cases will be strictly measured under the terms of the Contract for Variations. Thus the Contract Administrator may select as he considers appropriate at nil cost to the Employer if they feel the works could have been accounted for as part of the drawings and specification. In all such cases the decision of the Contract Administrator is final.

Section 1 Tender Executive Summary

1.5 Pricing Instructions

- 1.5.1 A fully priced tender will need to be submitted using Section 3.0 Pricing Document. The total entered in the schedule must equate to that inserted within the Form of Tender.
- 1.5.2 If applicable, the Contractor shall **exclude** Value Added Tax within their final costs.
- 1.5.3 The tender will be assessed using the Appraisal Matrix outlined under **clause 1.9**. Therefore, the Employer and the Employer's representatives offer no guarantee that the most technically / commercially advantageous tender will be recommended for acceptance or accepted and will not be responsible for any cost incurred in the preparation of any tender.
- 1.5.4 The descriptions and quantities included within the Pricing Document in Section 3.0 are not measured in accordance with a Standard Method of Measurement or New Rules of Measurement and are deemed to be all inclusive. If quantities are shown these are indicative only and it is the tenderers responsibility for ensuring that their tender sum is fully inclusive of all works required to carry out and complete the works shown and described on the tender drawings and specifications.
- 1.5.5 Notwithstanding the information provided at tender stage to assist the Contractor in pricing – the contract will be awarded on a lump sum basis under a without quantities contract. However, the Quantity Surveyor will permit the use of the "Quantified" schedule to assess post contract valuations, variation and measurements.
- 1.5.6 The Contractor is advised that all information provided in completing this document will be treated in the strictest confidence and will not be disclosed to any other party.
- 1.5.7 An Excel priceable version of the Schedule of Works document will be offered to the Tendering Contractor to enable them to submit a fully priced and compliant pricing document. This is provided with the understanding that no alterations are permitted to the descriptions, quantities or formulas other than scheduling out in the relevant section any items the contractor wishes to bring to the attention of the Quantity Surveyor which they believe is not specifically included in the schedule.
- 1.5.8 It will be the full responsibility of the Tendering Contractor to arithmetically check the document prior to submission as the functionality of the Excel document including the formulas includes are provided without warrant. Should it be determined that the document contains any calculation errors, you are to inform the Quantity Surveyor immediately for review.
- 1.5.9 Rates are to be inserted in column F to two in Sterling Pounds and Pence. Rates are to be included excluding VAT. The Form of Tender must be a **VAT exclusive sum**.
- 1.5.10 No pricing will be accepted completed by hand. Pricing of the schedule must be completed electronically.
- 1.5.11 A section has been included should there be a need to issue Tender Addendums. This section is to be completed only if instructed to do so and may remain unamended at submission.

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1.6 Site Inspection

1.6.1 It is a condition of contract that the Contractor is required to visit site to ascertain fully the works. Dates will have been determined as part of the tender documents. However site visits outside the prescribed dates are to be arranged by appointment only via the Councils' Agents below.

- Primary contact – Steve Hollingworth Head of Open Spaces and Environment 0121 663 1765 or Steve.Hollingworth@suttoncoldfieldtowncouncil.gov.uk

1.6.2 The Contractor is expected to visit the site during the tender period to ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. It is a condition of tender that the Contractor visits site and a date will be arranged and advised accordingly. Any further visits will need to be arranged by prior appointment only.

1.6.3 No claim for lack of knowledge of such matters will be entertained. The work is to be carried out and completed in accordance with the Tender Documents.

1.7 Programme

1.7.1 The Contractor is to advise within their submission the following subject to receipt of order:

- Earliest start date
- Construction Period
- Anticipated Completion Date
- Simple programme showing the key sequence and timing of the principal parts of the works and periods for planning and design
- Any long lead in periods for elements of works

1.7.2 Programme is to accommodate for any national and statutory holidays.

1.7.3 The programme of works are to be based on standard working hours of:

- Monday to Friday 8 am to 4 pm
- Saturday : No works
- Sunday – No works

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1.8 Information to be Submitted with Tender

- 1.8.1 Tenders are to be returned on or before **26th August 2025 5:00 pm** in a sealed envelope and addressed to the offices of **Royal Sutton Coldfield Town Council** cleared marked for the attention of the **Town Clerk and Chief Executive Officer**. See 1.8.2 for address.
- 1.8.2 Should you be selected you will be required to attend a tender interview at
Royal Sutton Coldfield Town Council, AFE Business Centre, 62 Anchorage Road,
Sutton Coldfield, B74 2PG
- 1.8.2 The Contractor shall submit as a minimum with their Tender the following information and failure to do so may invalidate the tender submission and / or restrict a due and diligent detail review :
- Form of Tender – fully completed and signed
 - Fully Priced – Section 3 Priced Document. This shall be in at least the level of detail indicated in the pricing document included within this Tender Documentation
 - Outline Works Programme
 - Contractors All Risk Insurances including Public Liability
 - Three references including contact details and previous project experience
- 1.8.3 It is the duty of the Contractor to ensure prior to submission of the Form of Tender that all provisional sums and contingency have been accounted for with their final submission. Failure to do so may render the tender non-compliant.
- 1.8.4 Should your tender be of interest, the Contractor is to provide within **72 hours** the following information:
- Fully priced breakdown of the Tenderer's Preliminaries costs showing both fixed and time related costs
 - Construction programme for identifying each major element / works item. The programme should identify typical release dates for outstanding information and early order dates for materials/elements on long lead-in
 - The names of proposed Sub-Contractors for principal elements of the work
 - Details of the structure of the team proposed for this project together with CV's for all relevant team members, identifying the following: -
 - Relevant experience and availability
 - Duration and experience with the contractor
 - Previous employment record together with experience
 - A statement describing the organisation and resources which the Contractor proposes to undertake the health and safety of operatives, including those of sub-contractors and of any person who may be affected by the works, including:
 - A copy of the Contractors Health and Safety policy document
 - Accident and illness records for the past five years.
 - Records of previous Health & Safety Executive enforcement action.
 - Records of training and training policy.
 - Method statements with particular emphasis on management and policies related to operating within the residential areas including methods and sequences adopted to maintain and satisfy health and safety requirements for both CDM and The Employer and uninterrupted access to retail, business and residential premises local to the project
 - Details of the Contractor's Environmental and Waste Management Policies together with how this may impact upon the project. Specifically, the Contractor shall submit a draft Site Waste Management Plan together with his proposals for complying with the Site Waste Management Regulations

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- 1.8.5 Following receipt, all tenders will be subjected to a detailed and thorough review which may require additional information requested and provided by the contractor – see **Section 1.9**.
- 1.8.6 The Contractor – on request - is to provide additional information which the Quantity Surveyor believes is necessary in order to complete the final analysis and tender report. Prior to the acceptance of a tender and the appointment of a Contractor by the Employer, rectification of any arithmetical errors in the priced analysis, build ups or method of calculations together with any error in interpretation of descriptions of items, will be made.
- 1.8.7 Such rectification will be taken into account in the selection of the successful tenderer. Following the appointment of the selected tenderer, no further corrections will be made. If the tendering contractor fails to comply with these request, then the tender will not be considered.

1.9 Tender Scoring Matrix

- 1.9.1 The tender return will be scored on the following scoring matrix:

Technical Section 40%

Tender Pricing 60% (following compliance and equalisation checking)

- 1.9.2 The Technical Scoring of **40%** will be further divided as follows

Programme Submission 10%

The Contractor is to submit with his tender a detailed procurement and construction programme for the works. The programme is to detail out the sequence of the works including the critical path activities, design periods of any CDP packages and material lead in times. The completion, commissioning and hand over should also be suitably detailed. Sufficient allocation to be allowed for the procurement of any Client supplied or specified works. Clearly identify any named suppliers and subcontractors.

Contractors Method Statement and understanding of the project 10%

The Contractor is to provide a project specific method statement for the works. The method statement should explain the contractors approach to the sequence of the work, specifically identifying (but not limited):

- a. working environment specifically related to location and proximity to residential and public areas
- b. any other site specific works which the contractor believes a tender method statement would be needed
- c. the contractors quality control proposals for the work
- d. site management

Contractor Construction Team and Management proposals 5%

The Contractor is to provide an organogram chart and accompanying CV's of their proposed project team and director responsible for the successful delivery of the project. The contractor is identify whether the team member is full time on site and for how long, or if not the % time allowed to the project and period of time involved.

Agreement to Contract and Procurement Strategy 5%

An agreement without amendments will score 5%, any amendment clarifications will scored based on their implications to the client.

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Tender Commercial Submission 10%

Compliance measured in accordance with the requirements set out in Section 1 Tender Executive Summary section 1.7 to 1.8

1.9.3 Tender Price 60%

All tenders will only be judged following full equalisation and compliance checks

Tender Price following equalisation - Total of 60% of scoring based on the following formulae:
 $60\% - 60\%(((\text{equalised tender price} - \text{lowest equalised price})/\text{lowest equalised price})/2)$

1.10 Contract

1.10.1 The Works will be awarded as a single phase to under a **JCT Minor Works Building Contract**. A copy of the draft Contract together with a completed particulars is included in **Appendix A**.

1.10.2 The document has been prepared using the outline scheme drawings. However these are for guidance only as it will be the responsibility of the Contractor to check and confirm the accuracy. The contract entered will be deemed a lump sum fixed cost – varied only in accordance with the contract.

1.10.3 Execution of Contract: The Contract will be executed as a Deed. The Contractor will be required to execute Articles of Agreement in the form contained in **Appendix A**

1.10.4 **Custody of Contract Documents:** Two sets of contract documents will be required for completion and retention by the Employer and Contractor. The contract documents (other than the Articles of Agreement) shall be held on secure electronic media and attached to each set of Articles of Agreement as the Appendix.

1.10.5 **Contract Documents:** The Contract documents will be formed using the following information as a minimum :

- JCT Minor Works Contract 2024
- Fully Priced Document – see Section 3.0
- Document schedule of information used for contract
- Compliance and Equalisation Tracker (following tender analysis)
- Contractor Proposals for any Contractor Designed Elements (if applicable)
- Key Programme
- Full set of Drawings
- Contract Preliminaries as issued at tender (save for agreed amendments)
- Tender Appendices
- Pre Construction Information (if available)
- Insurance Documents
- Key Significant documents determined through compliance and equalisation stage
- Any other document agreed between the parties

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1.11 Existing Site (s) / Building (s)

- 1.11.1 Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. Damage caused by site traffic or otherwise consequent upon the Works is to be made good to the satisfaction of the Client or and Birmingham City Council or other owner.
- 1.11.2 Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work. Prevent damage to existing and new work, structures or other property during the course of the work.
- 1.11.3 Prevent damage or move as necessary all existing fittings/furniture which will not remain in the proposed design. Do not reinstate in proposed layout. Furniture to be re-located off site as directed by the Contract Administrator.
- 1.11.4 No access to neighbouring properties will be permitted. Should the Contractor need to access other properties they are to seek instruction from the Contract Administrator provided a minimum 72 hours' notice.
- 1.11.5 No smoking or radios will be permitted at all within the works.

1.12 Standards

- 1.12.1 The Contractor is to ensure that workmanship and materials are to be specified to be of the standard commensurate with and be in accordance as a minimum with the following regulations and all other regulations and best practice current at the time of design:-
 - The relevant British/European Standards and Codes of Practice
 - Statutory and Local Authority Regulations
 - Building Regulations
 - Health and Safety Regulations.
 - CIBSE guides
 - NEC IEE or NAPIT regulations
- 1.12.2 Materials for the building are to be selected for their durability and minimum maintenance requirements. All guarantees are to be passed to the Client.
- 1.12.3 The design works are included in the Specification and are designated as a minimum. It is assumed when reviewing these that maintenance will be undertaken as recommended by the manufacturers, suppliers, the Contractor and the specialist sub-Contractors. Any maintenance must be clearly set out in the Operating and Maintenance manuals for the building. The building and its constituent parts will be used in a normal manner likely to cause only predictable wear and tear.

1.13 Substitutions

- 1.13.1 No substitution of any specified materials will be allowed unless raised with the Contract Administrator and Approved in writing. If materials are substituted, they will be required to be replaced with those specified unless agreed otherwise with the CA.

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1.14 Works carried out by Employer

1.14.1 The following works have been undertaken by others prior to works commencing

- Not applicable

1.15 Contractor Responsibility

- 1.15.1 The Contractor shall be deemed to have carefully examined all the drawings referred to in this Tender document and to have ascertained from them the extent and character of the work and, insofar as this may reasonably be inferred from these drawings and inspection of the site, what restrictions are imposed upon the means of carrying out the works.
- 1.15.2 In addition to the duties and obligations under the Conditions of Contract, the Contractor will be required to accept full responsibility for the construction of the whole of the Works and obtain all Statutory Approvals and give all necessary Notices and is deemed to have included all costs and charges in connection therewith in the tender offer.
- 1.15.3 The Contractor to assist in the selection of all hard pavings and to warranty their suitability and fitness for purpose.
- 1.15.4 The Contractor shall be responsible for design, co-ordination and development of any electrical design undertaken by specialist subcontractors. This includes accepting responsibility for the current design as contained in the tender documents.
- 1.15.5 Should an award of contract be successful it will be assumed that the Contractor accepts responsibility for coordination, supervision and administration of the Works, including subcontracts. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.
- 1.15.6 Establish and maintain a consistent presence on site throughout the construction period and ensure sufficient work force to complete the works no later than the agreed completion date included in the contract.
- 1.15.7 Prepare and maintain an overall master programme for the design (where applicable), procurement and construction of the project including procurement, site logistics, phasing and sequencing.
- 1.15.8 Organise and arrange for Building Inspections by relevant Local Authority representatives. Advise the Contract Administrator with a minimum 72 hours prior notice of all visit
- 1.15.9 Be responsible for liaison with all local and statutory authorities, public utilities and the like.
- 1.15.10 Allow all attendances required to enable the subcontractor to complete their works.
- 1.15.11 Act as Principal Contractor and fulfil duties under the CDM 2015 Regulations, Building Regulations 2010, part 2A and any other requirements set out in Statute for Health and Safety.

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- 1.15.12 Complete the project on or before the Agreed Contract Completion date for the Agreed Contract Sum adjusted for any authorised and predetermined variation confirmed by the Contract Administrator. Provide a Final Account for agreement four weeks prior to completion.
- 1.15.13 Following Practical Completion leave site and return all areas to their original condition, making good any damage to structure and finishes.
- 1.15.14 Attend to and discharge in a timely manner all requirements set out in the Agreed Contract for Making Good Defects.

1.16 Contractor Design Responsibilities

1.16.1 Potential Contractor Design works are as follows

Subcontractor	P11 Level (Min)	P11 Basis	JCT Collateral Warranty
Electrical Works	£250,000	Any one claim	Yes

- ~~1.16.2 The Contractor shall be responsible for development of the design undertaken by any specialist subcontractors noted under Contractor Designed Works. This includes accepting responsibility for the current design as contained in the tender documents.~~
- ~~1.16.3 The Contractor shall be responsible for developing the design for the following works, which are hereafter referred to as the Contractor Designed Works: The contractor must have the relevant Professional indemnity insurance in place or employ subcontractors who are capable of taking design responsibility for their works, have the relevant insurances in place and are prepared to sign in the Warranties as provided within this tender.~~
- ~~1.16.4 The Contractor shall allow all attendances required to enable the Contractor to complete their works.~~
- ~~1.16.5 Establish and implement a process for the co-ordination and management of all aspects of the Works. Achieve timely procurement and progress of the construction process to ensure completion in accordance with the time, cost and quality objectives.~~
- ~~1.16.6 Prepare and maintain an overall master programme for the design (where applicable), procurement and construction of the project including procurement, site logistics, phasing and sequencing.~~
- ~~1.16.7 Control the design progress (where applicable) against such programme, identify programme divergence and recommend remedial action.~~
- ~~1.16.8 Identify, in advance, dates by which final information is required from all parties to maintain the master programme.~~
- ~~1.16.9 In conjunction with the project team in advance of site commencement, identify those elements of the subcontractor packages critical to the development and completion of the design.~~
- ~~1.16.10 Be responsible for liaison with all local and statutory authorities, public utilities and the like.~~
- ~~1.16.11 The Contractor, Subcontractor and any other Designer will be required to enter and execute a JCT Collateral Warranty with the Client.~~

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1.17 Insurances

1.17.1 The Contractor is to arrange and remain in place All Risk Insurance policy to cover themselves and the customer for the full cost of damage of the works and to unfixed materials which are on the premises before being used for the works. The Contractor will also have in place an up to date and current public Liability Policy for death or injury to people and damage to property and indemnify the Client. The requirements will be set out within the Contractor Particular included in Appendix A.

1.17.2 The Contractor to provide a copy of all current insurances with the Tender submission.

1.17.3 Minimum requirements for any one claim

All Risk :	£1,000,000
Public Liability :	£1,000,000
Professional Indemnity Insurance* :	£250,000

** Only required for Contractor designed works if specifically stated in the Contract*

1.17.4 The Employer will also be required to notify their own insurance that construction works are to be carried out at the property and on request be able to provide the Contractor with a copy of their own current insurance.

1.18 Professional Indemnity Insurance: Contractor Designed Works

~~1.18.1 For Contractor Designed works : The Contractor will be required to provide and maintain comprehensive Professional Indemnity Insurance at a minimum indemnity level of **£250,000** for any one occurrence or series of occurrences arising out of any one event.~~

~~1.18.2 All sub-consultants and sub-contractors appointed by the Contractor must have comprehensive Professional Indemnity Insurance providing an indemnity level of equal to the that set out in Appendix A of the contract or as a minimum **£250,000** for any one occurrence or series of occurrences arising out of any one event.~~

~~1.18.3 The Indemnity Insurances must be maintained for a period of **6 years** from the Date of Practical Completion and the interest of the Employer must be noted on the Policy. Evidence of the Policy must be produced prior to signing the Contract.~~

~~1.18.4 Where external design consultants are not engaged and design is done "in house" by the Contractor, the Contractor will be required to maintain Professional Indemnity Insurance as set out in clause 3.3.1 above.~~

~~1.18.5 Consultants who refuse to or cannot offer Professional Indemnity Insurance to the minimum as stated, or who insist on amendments to wording or reduction in the indemnity will may not be accepted by the Employer.~~

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1.19 Performance Bond

1.19.1 A Performance Bond is **not required** on this project.

~~1.19.2 The Contractor may be required to provide and execute a Performance Bond with a Surety amount equal to ten percent of the Contract Sum. If so requested, the Contractor is to provide a quotation for the premium and include this clearly within their tender submission. The Surety must be considered for the due and proper performance and observance of the terms and stipulations of the Contract.~~

~~1.19.3 The Employer reserves the right to approve or reject the proposed Surety.~~

~~1.19.4 In the event of the Surety approved by the Employer becoming bankrupt or insolvent or compounding with his or their creditors, the Contractor shall forthwith upon being required by the Employer so to do, obtain a fresh Surety and enter into a new Bond jointly with such Surety in a similar sum and in similar terms to that mentioned in the original Bond for the due proper performance and observance of the terms of the Contract, and pay all premiums and any necessary stamp duties.~~

~~1.19.5 If a Bond is required it must be entered into prior to the commencement of the Works. Any loss or expense occasioned by delay in the execution of the Bond and which delays the execution of the Contract or prevents the commencement of the Works shall be borne by the Contractor.~~

~~1.19.6 The Contractor should note that no interim payments will be made by the Employer until the Bond is in force and provided to the Employer.~~

~~1.19.7 The Bond at a value of 50% will be released upon the satisfactory completion of the whole of the Works and the issue of the Certificate of Practical Completion. The final bond will be release on the issue of the Final Certificate.~~

~~1.19.8 The Bond shall be in the form of wording given in **Appendix A**.~~

1.20 Parent Company Guarantee

1.20.1 A Parent Company Guarantee is not required on this project.

~~1.20.2 A Parent Company Guarantee will be requested in lieu of a Performance Bond.~~

~~1.20.3 Where the Contractor is a subsidiary of a large company or group of companies the Employer may accept a written guarantee by the parent company, underwriting the performance of and all costs relating to completion of the Works in the form of wording given in **Appendix A**.~~

1.21 Retention

~~1.21.1 On the proviso that a Parent Company Guarantee and / or Performance Bond is not provided or the Contractor is unable to secure at reasonable and economic rates, then the Employer will accept a higher retention figure by way of surety as set out in the Contract Particulars in **Appendix A – Clause 4.18.1**~~

Section 1 Tender Executive Summary

~~1.22 — Party Wall Etc Act 1996~~

- ~~1.22.1 It is the land owner's responsibility to determine whether or not there are any Party Wall issues associated with this scheme. Where there are Party Wall issues, the land owner will be responsible for serving all necessary Notices required under the Act. In the event of a dispute, an independent Part Wall Surveyor will be appointed by the land owner to act as the Building Owner's Independent Party Wall Surveyor for the duration of both the Pre-Construction and Construction phases of the Works. The land owner will pay all costs associated with the appointment of an independent Party Wall Surveyor.~~
- ~~1.22.2 The Contractor will be responsible for providing all necessary design and construction information to enable the Party Wall Surveyor to agree an Award under the Party Wall etc., Act in sufficient time to enable the proposed construction programme to commence on the date set as the Date of Possession.~~
- ~~1.22.3 The Contractor shall not commence construction on that part of the Works under dispute until the Party Wall Surveyor has agreed an award even though this might disrupt their planned building programme. Should there be a failure to agree an award during the Contract Period then the land owner may omit the properties involved (and those attached) from the contract.~~
- ~~1.22.4 Section 3 Notices cannot be served without some basic information and will be served on receipt of same from the Contractor. These require at least two months' notice before work can commence.~~
- ~~1.22.5 Section 6 Notices need to be served one month prior to the work commencing and have to be accompanied by plans and sections. Section 6 requires a considerable amount of detailed information and assumes that the design is completed to a considerable extent before they can be served.~~
- ~~1.22.6 The Contractor's Proposals will be deemed to include all the requirements contained in any published Party Wall Awards.~~
- ~~1.22.7 Under no circumstances, except with the express written permission of the Party Wall Surveyor, will the Contractor deviate from the information set out in any Notice(s) or Award(s) issued under the Party Wall etc., Act.~~
- ~~1.22.8 The Contractor will be responsible for all fees and costs arising from any Party Wall requirements apart from those detailed above in relation to the appointment of a Party Wall Surveyor if a dispute arises.~~
- ~~1.22.9 The Contractor will indemnify the Employer against any costs or claims brought against the Employer arising from the Party Wall etc., Act.~~

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1.23 Security

- 1.23.1 The Contractor is to ensure that the works remain secure at all times outside normal working hours. The Contractor is also required to ensure that the existing smoke and fire detection is not impeded at any time during the works and additional precautions adopted for any high risk or hot works.
- 1.23.2 Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
- 1.23.3 Provide an out of hours emergency contact number.

1.24 Use of Site

- 1.24.1 The Contractor will use the site only for the construction of the Works. Other purposes will be strictly prohibited.
- 1.24.2 Smoking and radios will not be permitted

1.25 Site Possession

- 1.25.1 Immediate possession of the whole site will be offered upon signing of the Contract unless otherwise stated, subject to any Date of Possession included in the Appendix to the Contract Particulars.

1.26 Contractors Compound and Site

- 1.26.1 The Contractor will be restricted to a small compound which will need to be hoarded off using secured Herras fencing. The compound will need to allow for Contractors welfare facilities. The Contractor is not permitted to leave on site any expensive plant or machinery or materials for the works outside normal working hours or on show during the day. Should they wish to and with prior agreement by the Client – then the Contractor does so with full responsibility and provides their own insurances.
- 1.26.2 The Contractor will be permitted to store materials and equipment within the areas they are working in during the works – however no other areas will be designated for storage outside the works.
- 1.26.3 The Client provides no insurance for Contractors own plant, equipment or materials.
- 1.26.4 There is limited parking available and the Contractor will have to make their own arrangements for parking off site without nuisance to other residence. The works are located within a residential area and at no point is the Contractor to impede the local residents or businesses. Do not block or hinder the access road as this is used as emergency routes.

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1.27 Temporary Services

- 1.27.1 Contractor to arrange for identifying, procuring, maintaining and removing on completion for all temporary power, lighting, water, drainage and the like throughout the duration of the project at their own costs. Contractor to pay for all any installation costs, running costs and removal on completion.
- 1.27.3 Electric and water are not available and the Contractor will have to make their own arrangements for providing water for the Works.

1.28 Parking

- 1.28.1 The Contractor is not permitted to park outside and should this not contravene any planning, highways or local authority regulations. Should this be insufficient then the Contractor is to make their own arrangements for parking off site. The works are located within a built up residential area and at no point is the contractor to impede the highway, local residents and / or businesses. Do not block or hinder emergency routes both internally and externally.

1.29 Signboard

- 1.29.1 The Contractor will provide and erect a temporary site signboard. The Contractor will maintain the signboard in good condition for the duration of the Contract and will take down and clear away on completion. Allowance should be made for fixing the Contract Administrator's and Designer's name boards.
- 1.29.2 The sole right of advertising upon or adjacent to this property or any poles, hoarding or apparatus whatsoever forming part of or incidental to the Works is reserved by the Employer.

1.30 Access

- 1.30.1 The Employer and his representatives shall at all reasonable times have access to the Works or other places of the Contractor where work is being prepared for this Contract and when work is to be so prepared in workshops or other places of a Domestic Sub-Contractor the Contractor shall by a term in the Sub-Contract, so far as reasonably possible, secure a similar right of access to those workshops or places for the Employer and his representatives and shall do all things reasonably necessary to make such right effective.

1.31 Wayleaves, Easements, Rights of Way etc:

- 1.31.1 The Contractor will be responsible for liaising with Statutory authorities, local authorities and all other statutory and non-statutory bodies, as required, to obtain all necessary wayleaves, easements, rights of way etc., to allow for drainage, service connections, vehicular and pedestrian access etc. Such requirements are to be reported to the Employer.

1.32 Other Statutory Consents and Requirements

- 1.32.1 The Contractor shall be responsible for obtaining and complying with the requirements of the City Council, Public Health Inspector, Utility Companies and / or any other competent body authorized to give instructions in design matters in so far as their regulations affect the contract works. The Contractor shall obtain all consents required with regard to unloading of materials, scaffolding, hoardings or other constructions to roads, pavements, walkways or adjacent property, etc and comply with the Local and relevant Authority or private owners requirements and pay all charges and clear away and make good on completion or when directed.

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1.33 Local and Statutory Authorities Fees and Charges

- 1.33.1 The Contractor shall give all notices to Local, Statutory or other relevant Authorities and pay all fees or charges legally demandable including rates and taxes in respect of any temporary huts or buildings erected on site, advertising, hoardings, temporary access provisions, applications and the like.

1.34 Waste Disposal

- 1.34.1 Comply fully with all regulations associated with waste management. Rubbish, debris, spoil, surplus material, containers and packaging all to be removed off site to approved and licenced disposal facilities. Rubbish to be disposed of on a regular basis and must not be allowed to build up in areas of the site. No burning of rubbish on site will be permitted. Keep all entrances and exits clear of debris at all times.

1.35 Fire and Police Regulations

- 1.35.1 The Works shall meet with and comply with the recommendations and requirements of the Fire Officer in respect of all regulations affecting these Works. No adjustment to the contract sum will be allowed for costs arising from satisfying such requirements or recommendations
- 1.35.2 The Contractor will be responsible for establishing whether any restrictions will be placed by the Police, or any other Statutory Authority, upon the access, movement or parking of the types of plant and delivery vehicles likely to be used and make allowances and pay all associated costs and charges
- 1.35.3 The Contractor shall include provision for complying with all Police and Highway regulations. Consideration must be made in relation to all large and complex deliveries and obtain all licences, permit and authorisation from the relevant authorities.
- 1.35.4 The Contractor shall comply with any traffic and police regulations in force at the time of carrying out the Contract.

1.36 Noise and Pollution

- 1.36.1 The Contractor shall keep noise on the site to as low a level as can be practicably attained. Use mufflers and acoustic enclosures if necessary. Use electric powered tools and plant wherever possible. Prevent nuisance by radio receivers and similar devices. Comply with BS 5228 'Code of Practice for Noise Control on demolition and construction sites' and ascertain the Local Authority's requirements in this respect.
- 1.36.2 The Contractor shall prevent smoke, dust, fumes, spillage, pollution of waterways and any other form of nuisance. Do not dump any waste other than in authorised tipping areas. The burning of waste building materials or any other materials will not be permitted on the site. Comply with all reasonable requests from the public and adjoining occupants.
- 1.36.3 The Contractor shall keep the Works clean and tidy at all times. Remove rubbish and debris and do not permit it to accumulate, cause obstructions or become a fire risk.

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1.37 Services

- 1.37.1 Identify, maintain and protect during the course of the works. Do not overload. Take regular meter readings and submit to the Client.
- 1.37.2 Small power (240v) for the purpose of the Works only will be provided to the Contractor on the basis that a meter reading and record is carried out and submitted monthly to the Contract Administrator – and that use is not excessive. No provision for gas will be provided. The Client will have the right to rescind this offer for excessive use by providing 72 hours' notice. Excessive use can be paid for by the Contractor – or alternative arrangements made at no cost to the Client.
- 1.37.3 Contractor will be expected to step down to 110v for all power on site. The Contractor will be full responsible for providing 110 v step down transformers for all electrical plant and equipment.

1.38 Temporary Works including Scaffolding

- 1.38.1 The site is to be fully secured with Herras Fencing where not overlooked by the public. Any elevation which is overlooked by the public and is identifiable from the public highway is to be fully hoarded with solid plywood on posts and painted on side facing public areas. All hoardings are to be lockable to prevent unauthorised access.

1.39 Deliveries

- 1.39.1 Restrictions on deliveries: Deliveries are to be offloaded on site and should not need to impede upon public highways outside the works site.
- 1.39.2 Large scale and / or disruptive deliveries will need a minimum **72 hours' notice** to enable the CA to liaise with neighbouring properties. The Contractor will be responsible for payment of all charges, costs and the like associated with deliveries including Local Authority permits and costs.

1.40 Materials offsite and onsite

- 1.40.1 Material off site: The Employer will not be liable or pay for materials offsite unless the Contractor can full prove retention of title vested in the Employer.
- 1.40.2 Material on Site: Any material on the site is the property of the Employer and shall not be used and/or removed without the authority of the EA. However, if required to be removed the material will be removed at the Contractor's expense.

Section 1 Tender Executive Summary

1.41 Work prior to Completion

- 1.41.1 Make good all damage consequent upon the Works. Temporary markings, coverings and protective wrappings are to be removed unless otherwise instructed.
- 1.41.2 Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials as recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.
- 1.41.3 Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.
- 1.41.4 Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.
- 1.41.5 Leave the Works secure with, where appropriate, all accesses closed and locked. Account for and adequately label all keys and hand over to Client with itemized schedule, retaining duplicate schedule signed by Client as a receipt.
- 1.41.6 Arrange access with Contract Administrator. Maintain a defects tracking schedule and report two weekly on the progress of defects rectification to the CA. All defects are to be completed within 4 weeks of Practical Completion, unless agreed otherwise with the CA. Notify when remedial works have been completed.
- 1.41.7 Provide a full set of labelled keys.
- 1.41.8 Provide a demonstration of all installed equipment.
- 1.41.9 Provide contract details for any call out or emergency numbers for equipment failures.

1.42 Rectification Period - Making Good Defects

- 1.42.1 For the avoidance of doubt, the terms of the JCT Contract 2024 shall be administered based on the duties and obligations as set out under Rectification – and this will be administered as a **6 months rectification period**.
- 1.42.2 The Contractor will be required to liaise with the Employer and arrange, with reasonable notice, the precise dates for access to the various parts of the Works for purpose of making good defects. The Contractor should note that they may be required to carry out remedial works at any time during the Rectification Period as instructed by the Employer.
- 1.42.3 The Schedule of Specified Categories of Defects and time periods for response will be in accordance with Client requirements. The Contractor is to provide emergency out of hours contact details to ensure that the response times are met.
- 1.42.4 Within fourteen days of the expiry date of the Rectification Period the Employer and Contract Administrator will arrange final inspections of the works with a representative of the Contractor. A list of any identified defects will be produced by the Contract Administrator and distributed to the Employer and Contractor. If, for any reason, access to the site is not possible, then one further attempt is to be made to carry out an inspection.
- 1.42.5 Upon receipt of the list of identified defects, the Contractor is required to undertake these works in accordance with the Response Times given. All defects, including those not covered in Categories One or Two, are to be made good within twenty days of receipt of the notification list.

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- 1.42.6 On completion of the notified defects during the Rectification Period and after the end of Rectification Period Inspections the Contractor will be required to obtain formal sign off by the resident using the forms provided. A copy of the signed form is then to be e-mailed to the Employer and the Contract Administrator.
- 1.42.7 The requirements under “Rectification Period – Making Good Defects” will apply to all works and tenures.
- 1.42.8 The Rectification Period shall be **6 months** from the date of Practical Completion. The period is consistent with the terms of Recommended Buildmark Warranty provisions.
- 1.42.9 Notwithstanding the requirements set out in the contract retention will be held in trust as follows
- | | |
|--------------------------------------|-------|
| Retention during construction works | 5.00% |
| Practical Completion – 0 to 6 months | 2.50% |
| End of Rectification Period | 0.00% |
- 1.42.10 The Contractor is required to adopt a robust process which responds to reports of building defects.
- 1.42.11 Inspections of the completed works for the purposes of identification and rectification of defects will take place as soon as is practicable after the 12 months period after Practical Completion has elapsed.

1.43 Building Manual

- 1.43.1 The Contractor is to provide two weeks prior to completion a full Building Manual for the Contract Administrator to review. The manual is to include as a minimum (but not restricted to) :
- Product Installation Instructions
 - Product Operating Instructions
 - Product Warranties
 - Schedule of key suppliers
 - Details of spare parts and suppliers
 - Cleaning and maintenance requirements
 - Details of specialist furniture installed
 - Record or as built or marked up drawings (as required)
 - Locations of isolators and electrical equipment (if applicable)
 - COSHH data sheets where relevant
 - Commissioning Records
 - Test Certificates

Section 2 Specification

Section 3 Pricing Document

Appendices

APPENDIX A

Contract Particulars

**Royal Sutton Coldfield Town Council
Improvement Works to the Land surrounding Walmley War
Memorial at the Corner of Walmley Road and Crawford Road,
Sutton Coldfield, B76 1NQ**



APPENDIX B

Form of Tender

APPENDIX C

Design Information and Drawings

APPENDIX D

Outline Programme

APPENDIX E

Pre-Construction Information

APPENDIX F

Surveys

APPENDIX G

Quotations

APPENDIX H

Schedule of Tender Documents