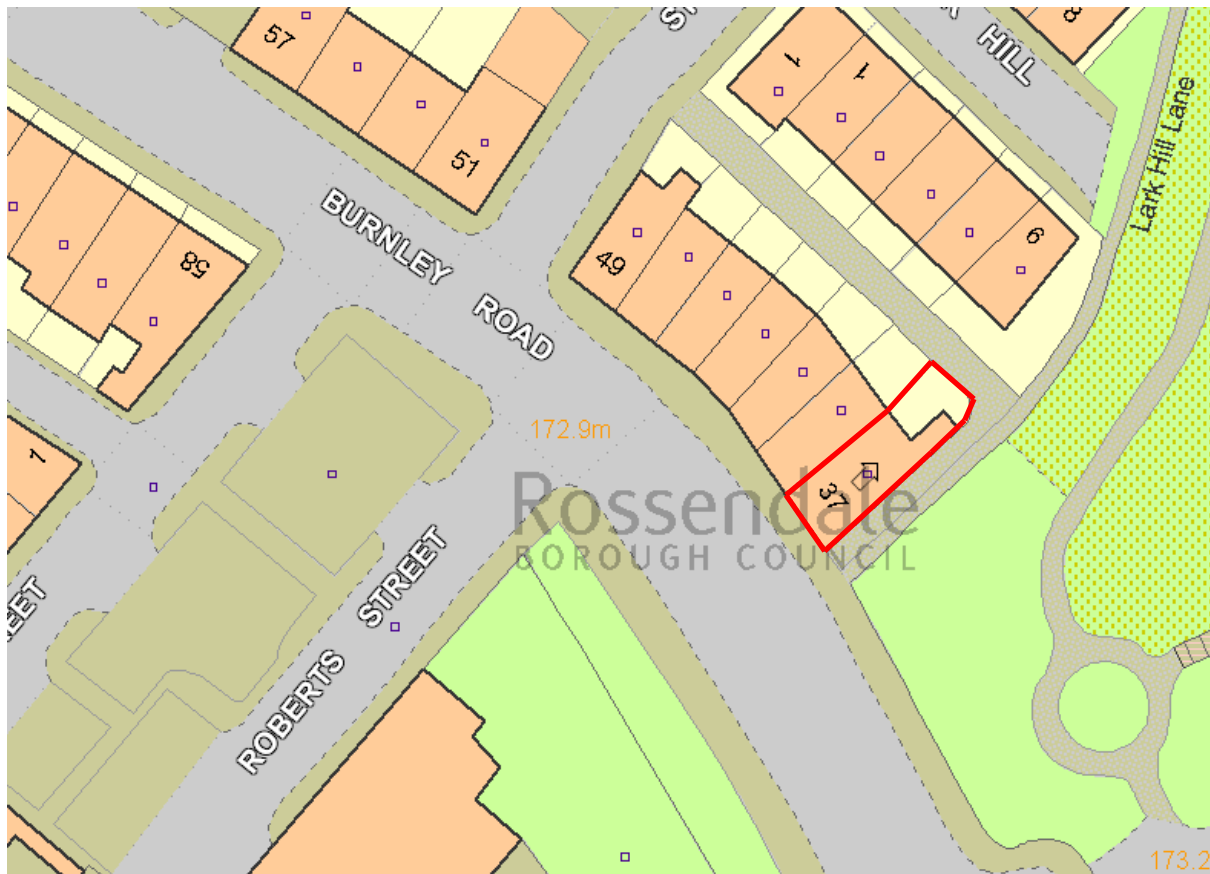


Demolition of 37 Burnley Road, Rossendale Tender Brief December 2017

Location

The address is:

37 Burnley Road, Rawtenstall Rossendale BB4 8EW



Background

In April 2016 Rossendale Borough Council was informed of a collapsed culvert along Burnley Road which had compromised the stability of 37 Burnley Road. It is clear that the culvert needs to be repaired however 37 Burnley Road first needs to be made safe to enable the culvert to be accessed to repair.

The Council attempted to work with the owner of the property and find an amicable solution but this proved unsuccessful. On 6th October 2017 Burnley Magistrates' Court issued an Order pursuant to Section 77 of the Building Act 1984 which requires the owner to execute such work as may be necessary to obviate the danger or demolish the dangerous part of the building. The owner had 56 days (until 1st December 2017) to comply with the Order. This has not occurred and as such the Local Authority may now execute the order in such manner as they see fit. In this case this will involve the demolition of the property.

The Brief

Rossendale Borough Council is seeking tenders from competent contractors for the demolition of the property as per the attached schedule of works.

The damage which has occurred is detailed in the following photos:





Information required

1. Tender information

Tenderers are asked to indicate:

- Their proposed methodology for fulfilling the Contract and meeting the Specification;
- A contract timetable which the Tenderer proposes to adhere to;
- A project management structure and principal point of contact for the Council who will be Contract Manager;
- The proposed personnel identified for the provision of the Contract and whether they will be exclusively deployed to the Council and any other resources which will be used;
- Describe the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the works may affect. Include:
 - A copy of the contractor's health and safety policy document, including risk assessment procedures.
 - Accident and sickness records for the past five years.
 - Records of previous Health and Safety Executive enforcement action.
 - Records of training and training policy.
 - The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.
- Outline Construction Phase Health and Safety Plan including:
 - Method statements on how risks from hazards identified by the contractor will be addressed.
 - Details of the management structure and responsibilities.
 - Arrangements for issuing health and safety directions.
 - Selection procedures for ensuring competency of other contractors, the self-employed and designers.
 - Procedures for carrying out risk assessment and for managing and controlling the risk.
 - Emergency procedures including those for fire prevention and escape.
 - Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
 - Arrangements for welfare facilities.
 - Procedures for ensuring that all persons on site have received relevant health and safety information and training.
 - Arrangements for consulting with and taking the views of people on site.

- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance

- Current Insurance certificates - £5 million minimum;
- **PROGRAMME**
Master programme to include details of:
 - Planning and mobilisation by the Contractor.
 - Subcontractor's work.
 - Running in, adjustment, commissioning and testing of all engineering services and installations.
 - Work resulting from instructions issued in regard to the expenditure of provisional sums.
 - Work by others concurrent with the Contract.
- 2 references demonstrating a proven track record for works of a similar nature.

Pricing

Tenderers must complete the Schedule attached.

All Prices shall be stated in pounds sterling and exclusive of VAT.

Indicative Timescales

- Tenders available –Thursday 7th December 2017
- Tender return –Wednesday 20th December 2017
- Tender assessment–w/c 1st January 2018
- Award of tender – Friday 5th January 2018
- Demolition to commence before end of January 2018 and completed before end April 2018

Assessment

The tender assessment will be based on the following criteria; weightings are shown below:

- (a) Value for money (70%)
- (b) Ability to meet stated timescales (15%)
- (c) References (15%)

During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.

Please note – Rossendale Borough Council reserves the right not to accept the lowest priced, or any other tender received.

Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

Any resulting Contract will be based on a JCT Minor Works Building Contract 2016 together with the Contract Particulars (to be completed), the Council's Standard Terms and Conditions and the successful Tender submission.

The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.

Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed.

Site Visit/ Further Information

A site visit is recommended to understand the issues. For any further information and/ or for a copy of the condition survey undertaken on behalf of the Council please contact Andy Pearson (Building Control Officer) on 01706 252524.

Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

Submission of Tenders

Send all required documents to : tenders@rossendalebc.gov.uk

The documents must be as attachments in pdf form or equivalent and not links to file hosting sites.

Alternatively, provide hard copy of the tender document in envelope marked "Tender-Strictly Confidential – Demolition of 37 Burnley Road to be opened by addressee only". The envelope must bear no name or other distinguishing matter or mark revealing the identity of the sender. Tenders to be sent to address below.

Committee and Democratic Services Manager
Rossendale Borough Council
Room 213
The Business Centre
Bacup
OL13 0BB

Deadline for submission of tenders is no later than 12 noon on 20th December 2017. Late tenders will not be considered

FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

IMPORTANT NOTICE

This Invitation to Tender ("ITT") is issued to tenderers, their professional advisers and other parties essential to preparing a tender for this Contract (the "Tender") and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations.

Rossendale Borough Council

Tender for Demolition of 37 Burnley Road, Rawtenstall, Rossendale

CERTIFICATE OF NON-COLLUSION

AND NON-CANVASSING

To: The Committee and Member Services Manager

Room 213, The Business Centre, Bacup. OL13 0BB

Date:

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

(a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

(b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

(c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed by

Name(s)

Position

For and on behalf of

FORM OF TENDER

Demolition of 37 Burnley Road Rawtenstall Rossendale

FORM OF TENDER

To: Rossendale Borough Council
The Business Centre
Futures Park
Bacup
OL13 0BB

For the Attention of: **Andy Pearson**

Date: _____

Dear Sir/Madam,

TENDER FOR THE CONTRACT

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

1. The completed Pricing Schedule.
2. A signed Certificate of Non Collusive Tendering and non-Canvassing.
3. Tender Documents as required.

[I/We confirm that the I/we can supply the Contract as specified in the Invitation to Tender and set out in the attached Pricing Schedule.]

I/We confirm that we accept the Contract as issued with the Invitation to Tender. I/We undertake in the event of acceptance of our Tender to execute the Contract within 15 business days of such acceptance (or otherwise as agreed with the Council) and if required in the interim provide the Contract in accordance with the Contract

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by
Name(s)

Position

for and on behalf of

.....

APPENDIX TO SCHEDULE 3 (FORM OF TENDER)

		Schedule and Specification of Works – 37 Burnley Road, Rawtenstall, Rossendale
Item		Description
Scaffold		
1		To erect scaffold to the front gable and rear and cover with brick mesh.
Demolition		
2		Arrange for the isolation of electricity, gas and water services prior to commencement of demolition works on site.
3		<p>Survey and check for any unknown services. The Contractor will be responsible for ensuring that all redundant supplies are isolated before commencing works on site.</p> <p>Confirmation:</p> <ul style="list-style-type: none"> • Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations. • Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners. <p>Work adjacent to services:</p> <ul style="list-style-type: none"> • Comply with service authority's/ statutory undertaker's recommendations. • Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners. <p>Identifying services:</p> <ul style="list-style-type: none"> • Below ground: Use signboards, giving type and depth; • Overhead: Use headroom markers. <p>Damage to services: If any results from execution of the Works:</p> <ul style="list-style-type: none"> • Immediately give notice and notify appropriate service authority/ statutory undertaker. • Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate. • Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability. <p>Marker tapes or protective covers: Replace, if disturbed during site operations to service authority's/ statutory undertakers recommendations.</p>

demolition tender (1)
07/12/2017

4		To carefully take down the existing main building including removal of the roof, rear wall, gable wall and front wall. Materials to be sent down to ground by shoot.
5		Include PC sum for removal of waste.
6		Do not use the site for any purpose other than carrying out the Works.
Site Meetings		
7	•	<ul style="list-style-type: none"> • General: Site meetings will be held to review progress and other matters arising from administration of the Contract. • Frequency: fortnightly/monthly as required. • Location: On Site . • - Attendees: Contractor and Council representative
Health And Safety Hazards		
8		The nature and condition of the site/ buildings cannot be fully and certainly ascertained before it is opened up/demolished.
9		The accuracy and sufficiency of this information is not guaranteed by the Council or the Council's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works.
10		Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.
Roads And Footpaths		
11	•	<ul style="list-style-type: none"> • Duty: 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: Make good to the satisfaction of the Local Authority or other owner. • Arrange for necessary footpath/road closures to facilitate the demolition.
Working Hours		
12	•	<ul style="list-style-type: none"> • Specific limitations: Working Hours will be 08.00am – 17.30pm Monday to Friday. Weekend working will be allowed on request. Contractor to notify Council prior to starting work at weekends.
Slab and Culvert		
13		To carefully break out the remaining slab to the lounge and excavate spoil from the culvert, including removal of the remaining unsafe arch.

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14		Protect any maintained services adjacent to or affected by the works and in particular where slabs and foundations are broken out.
Making Good		
15		To erect a second scaffold to the gable of 39 Burnley Road, make good to the roof overhang and apply black UPVC sheeting fixed with fly batons. Remove scaffold and leave tidy.
Fencing		
16		To supply and install Harris fencing fixed on steel posts to secure the site.
Asbestos Report		
17		To undertake asbestos survey.
Notice Of Completion		
18	•	<ul style="list-style-type: none"> • Give notice of the anticipated dates of completion of the whole or parts of the Works. • Ensure necessary access, services and facilities are complete. • Period of notice (minimum): One Week.
Extensions Of Time		
19	•	<ul style="list-style-type: none"> • When a notice of the cause of any delay or likely delay in the progress of the Works is given under the contract, written notice must also be given of all other causes which apply concurrently. • Details: As soon as possible submit: • Relevant particulars of the expected effects, if appropriate, related to the concurrent causes. • An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion. • All other relevant information required.
Workmanship Skills		
20	•	<ul style="list-style-type: none"> • Operatives: Appropriately skilled and experienced for the type and quality of work. • Registration: With Construction Skills Certification Scheme. • Evidence: Operatives must produce evidence of skills/ qualifications when requested.
Security		
21	•	<ul style="list-style-type: none"> • Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft. • Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property.
Stability		

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22	•	<ul style="list-style-type: none"> Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract. Design loads: Obtain details, support as necessary and prevent overloading.
Personal Protective Equipment		
23	•	<ul style="list-style-type: none"> General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified: Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 3. High visibility waistcoats to BS EN 471 Class 2. Number required: 3. Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 3 . Disposable respirators to BS EN 149.FFP1S. Eye protection to BS EN 166. Ear protection - muffs to BS EN 352 - 1, plugs to BS EN 352 – 2. Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.
Noise Control		
24		Comply with the recommendations of BS 5228-1, in particular clause 7.3, to minimize noise levels during the execution of the Works.
Pollution		
25	•	<ul style="list-style-type: none"> Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution. Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.
Protect Against The Following		
26	•	<ul style="list-style-type: none"> NUISANCE ASBESTOS CONTAINING MATERIALS (Report immediately any suspected materials discovered during execution of the Works.) DANGEROUS OR HAZARDOUS SUBSTANCES (Report immediately suspected materials discovered during execution of the Works.) ANTIQUITIES (Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works. FIRE PREVENTION (Prevent personal injury or death, and damage to the Works or other property from fire and comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').) SMOKING ON SITE- Not permitted. BURNING ON SITE- Not permitted. MOISTURE (Prevent, where this may cause damage to the Works.) WASTE ELECTROMAGNETIC INTERFERENCE (Prevent excessive electromagnetic disturbance to apparatus outside the site.)

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Climatic Conditions		
27		<p>Information: Record accurately and retain:</p> <ul style="list-style-type: none"> - Daily maximum and minimum air temperatures (including overnight). - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.