

**Draft Stage 1 Tender Document for:**  
**Design and Construction of 22 Residential Units,**  
**B1 Commercial Space and Associated Works**

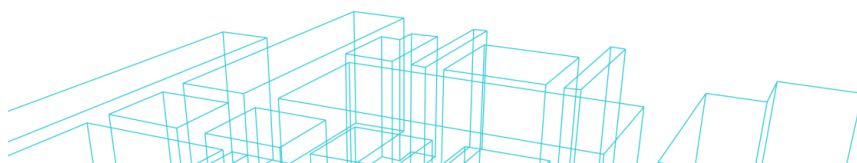
**At**

**43-45 Gillender Street  
London E14 6RN**

**For**



Our Ref: IJC/ss/667.035  
v. 01  
August 2019



**Pellings** 

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Rev	Date	Status	Author	Check
00	9.8.19	Draft for comment	IJC	IJC

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## **Section 1 - Project Over View & Instructions to Tender**

### **Introduction**

Poplar HARCA are seeking to redevelop an existing site within their ownership at 43-45 Gillender Street, London E14 6RN. The site currently comprises 2 existing historic buildings in the form of Bromley Hall (Grade II\* listed), old Poplar Library (Grade II listed) and light business/commercial use in the form of the red box facility comprised predominantly of converted shipping containers towards the rear of the site.

Proposals are to remove the existing commercial/business use, design and construct 22 no. units of residential accommodation, and to provide new B1 office space linking the existing historic buildings which front Gillender Street, directly adjacent to the A12 trunk road.

This tender document follows an Expression of Interest/Sifting Brief exercise for which the limited number of tenderers have been selected and forms the first stage of a 2-stage tender process to select a design and a construction partner.

Following 3 positive Pre-Application meetings, a Planning Application was made by the Employer in July 2019 and is in process with LB Tower Hamlets under Planning Reference PA/19/01628/A1.

It is anticipated that a decision on the Planning Application will be made by the Local Authority on or around November 2019.

Planning Application documents are contained within the Appendices to this tender document.

The partner selected at the conclusion of this stage 1 tender process, will be asked to enter into a JCT Pre-Construction Services Agreement (PCSA) with the Employer as set out later in this document at the conclusion of which, it is intended to conclude the price, programme, terms and conditions of a design and build contract as JCT 2016 (with Employer Amendments).

### **Procurement Programme**

The intended programme is as follows:

- **Stage 1 Call for Competition:** 2.9.19
- **Stage 1 Tender Issue:** 28.10.19
- **Stage 1 Tender Return:** 29.11.19
- **Appoint Contractor via PCSA:** 16.12.19
- **Stage 2 Tender Period:** 20 weeks
- **Stage 2 (PCSA) Completion:** 1.5.20

## Stage 1 Tender Methodology

Each tenderer is required to:

1. Price to carry out the tasks as outlined in the PCSA brief at Section 2.
2. Price the prelims menu.
3. Provide a fixed price for prelims based on a list of exclusions and/or preliminary items that you expect to be included within sub-contractor packages.
4. Price the fees to be carried forward to the Main Contract Sum.
5. Complete the quality questions at Section 3.
6. Submit their completed CSA, quality questions and tender forms, as contained at Section 4, and return to Poplar HARCA by no later than [TBA].
7. Provide a Programme for Design, Procurement and Construction Stages.

Each tender will be assessed based on:

- **Quality:** 40% - Please see Section 3 for scoring methodology.
- **Cost:** 60% - The intended scoring methodology is for the lowest price to score 100% with each higher price being awarded a score proportionate of the difference to the lowest. Please complete the CSA provided including to give an indication of your estimate of the total project cost. This is for reference only and will not form part of scoring.

Noting any contractor scoring lower than 20% will not be considered further and therefore their submission will be deemed void.

Once the tender assessment is concluded, Poplar HARCA reserves the right to interview all/selected contractors to confirm the appointments.

## Stage 2 Tender Methodology

The successful contractor will be employed under the terms of a JCT Pre-Construction Services Agreement, as per the draft document at Appendix A.

Within the timescale identified above, the contractor shall complete the tasks as set out in the PCSA brief and ultimately agree a Main Contract Sum (MCS). See further details as set out below re open book arrangement to be adopted.

Once, and only if agreed, both parties will enter into a JCT 2016 Design & Build Contract to carry out the works.

## Section 2 – PCSA Brief

### Introduction

#### Brief, Design & Quality Control

1. Appoint and manage the Design Team. This is deemed to include Architect, MEP Consultant, Structural Engineer, Interior Designer, Fire Consultant, Acoustic Consultant, Highways Consultant and any other specialist that the tenderer deems to be necessary.
  - develop the design and specifications in accordance with Poplar HARCA requirements and the planning consent from **Stage 3 to RIBA Stage 4**. Ensure that appointment documents are discussed with Poplar HARCA's Team before Engrossment. Provide copies of all PI insurances.
  - ensure that all members of the Design Team have sight of the Project Brief and fully understand its requirements.
  - allow for the design proposals to be presented by the design team to Poplar HARCA's project team/EA, as they are developed, in order to make sure that there is sufficient time for comments and updates.
  - ensure all design information is provided in a timely manner.
  - produce all drawings, specifications, schedules and the like, necessary for the design of the project.
  - provide samples, as required to support design proposals, suggested products etc.
  - liaise with all Statutory Parties and ensure approval is obtained and documented.
  - commission further investigation and surveys as deemed necessary to finalize the design.
  - Advise on the availability and relative suitability of alternative materials and components.

#### Resident Engagement

2. Develop with Poplar HARCA a strategy to engage with existing occupants prior to and during the works.

#### Reporting & Meetings

3. Chair and facilitate regular Design Team meetings, issuing minutes to Poplar HARCA/EA. Allow access to the meetings for members of Employer/EA, as required or requested.
4. Attend progress meetings with Poplar HARCA/EA.
5. Produce and manage any necessary tracking documents, required throughout the design stage. Regularly updating and reporting to Poplar HARCA/EA.
6. Liaise with the EA and Poplar HARCA for approval of all matters relating to the project, including but not limited to, Stage Sign Off, Change Control etc.
7. Comply with Poplar HARCA's change control system, ensure that all changes from the agreed brief, ERs and to the project control documents are proposed and signed off using the agreed Employer system.

## **Local Authority & Planning**

8. Lead the Design Team to engage with the Planning Authority to discharge all pre-commencement conditions and any S106 obligations. Produce monthly Planning Trackers, detailing updates on the planning process, Pre-App Meeting feedback, Conditions etc.
9. Establish and confirm requirements for any parking suspensions.

## **Cost Management & Procurement**

10. Compile the Main Contract Sum (MCS) in conjunction with the Employer/EA.

The MCS shall comprise the following:

### **Preliminaries – Fixed Price to be Provided**

The prelims for the MCS will be calculated from the fixed prelims menu of prices provided with the Stage 1 tender return.

All time related items will be set against the agreed contract period.

### **Design & Other Fees**

To comprise the costs submitted with the Stage 1 tender and any other fees to be agreed during the PCSA period.

### **Sub-Contractor Packages**

The current intention is for the MCS to comprise actual/budget costs for each sub-contractor package. Each package will then be subsequently market tested during the main contract period, if not already done so during the PCSA period. Poplar HARCA/EA are to have sight of all tender returns on an open book basis as set out in the amended to the main JCT Contract. The MCS will also include an agreed contingency amount to act as a buffer to accommodate any fluctuation in the sub-contractor packages against the budget at the procurement stage or due to fluctuations during the contract period.

As per the JCT amendment, any underspend will be shared between the Contractor and the Employer on an agreed ratio.

### **Overhead & Profit**

The contractor shall state within their tender return their overhead and profit to be applied to the PCSA works and MCS. The same figures shall be inserted for both.

**Should the stated overhead and profit proposed be below the contractors normally operating requirement, as defined by the contractors last 3 years of auditable accounts, the contractor shall clearly state the reasons why including any commercial decisions made to reduce them.**

11. Assist the EA to draft a final set of ER's to reflect tender price/ contractor's proposals. Accordingly, there will not be a separate contractor's proposals document. Assist with the production of the main contract documents.
12. Proactively consider value management/engineering should the costs be exceeding the budget. Any changes are to be agreed with Poplar HARCA/EA.
13. Advise on the buildability of proposals, as they are developed, ensuring that no designs are submitted to Poplar HARCA that are not feasible or practical.
14. Advise on suitable supply chain members and products for the project, reviewing proposals with Poplar HARCA/EA.

15. Undertake capacity checks on the existing services, undertaking any and all surveys and investigations as required to agree a Main Contract Sum with no provisional sums.
16. Proposing and agreeing with the EA the breakdown of the project into suitable packages for Works Contracts and facilitate effective cost control and expeditious progress of the project.
17. Preparing and agreeing with the EA, a package procurement programme with initial dates for the production of drawings, specifications, quantity schedules and all other relevant information including dates for preparation and dispatch of tender documents, the tender period, a period for evaluation of tenders and target dates for the placement of each works contract order and execution of the works Contract documents.
18. Provide the EA the information necessary for the preparation of the contract documents.
19. Provide the EA a Cash Flow Forecast for the PCSA period, as required, and the main contract once financial closure is achieved.

### **Risk Management**

20. Identify all risks at the commencement of the PCSA agreement and ensure they are all effectively managed/closed out/priced for before entering into contract. Any residual risks shall be populated on the risk schedule and appended to the main contract clearly stating as to where the responsibility sits.

### **CDM & Health & Safety**

21. Develop a Construction Phase Plan that incorporates best industry safety practices in response to the pre-construction Information provided to date and the further information to be provided during the PCSA period.
22. Carry out the role of and act as Principal Contractor and liaise with the Principal Designer from the beginning of the Second Stage.

### **Programme**

23. Prepare a programme which covers all pre-contract and construction stages. The programme should be a live document that is regularly updated to reflect the progress of the project. It will be the Contractors obligation to guide the Design Team and Poplar HARCA/EA in setting out and monitoring key milestones to ensure the agreed construction dates are achieved.
24. In conjunction with the Design Team, produce a Design Programme that accords with the overall Master Programme, detailing delivery of design information in accordance with key milestones and sign off stages.
25. Look at potential improvements to the milestone dates in the Master Programme, discuss any potential changes with the EA and follow the change control process before updating.
26. Preparing a detailed construction programme for the Project in a form acceptable to the Project Team to include activities of Project Team, Contractor, Consultants and Works Contractors and to be in sufficient detail to control the construction period activities and to confirm that the proposed Date for Completion is a practical objective.

### **Insurances**

27. Insurances are to be maintained for each PCSA contract. Take out and maintain the following insurances for each project:
  - Public Liability Insurance at £10,000,000 for each and every claim

- Employer's Liability Insurance at £10,000,000 for each and every claim
- Professional Indemnity Insurance at £10,000,000 for each and every claim

The following additional insurances will be required for the main contract:

- All risks insurance. Value to equal to or greater than the project value. Policy to be in joint names with Poplar HARCA.
- Contract Clause 6.5.1 Insurance: A cost is to be provided for this in the amount of £5,000,000. The Employer will then confirm whether it is required for the main contract.

### **Enabling Works**

28. The following activities/investigations/works are required to be carried out under the PCSA:
29. **Existing Services:** In conjunction with the statutory providers, including to pay all costs, carry out all further investigations required to confirm the position of all existing services. Obtain firm costs for all removals/diversion works required including any legal agreements required.
30. **New services connections:** Pay all costs to obtain detailed quotations to provide new electric, gas, water, drainage and telephone/media connections to the site.
31. **Site investigation:** carry out any further physical investigation works to confirm:
  - foundation design.
  - the extent of any contamination and the remediation required.
32. **Other investigation works:** carry out any other investigation works required to de-risk the project and to confirm costs.
33. **Temporary works:** Include for any temporary protection/works required to facilitate the foregoing investigation works.

## **Section 3 – Quality Questions**

### **Qualitative Response**

As above the quality element is worth 40% of the total score. Each question is to be scored out of 100 and the weighting applied. As noted on page 5, the minimum threshold score is 20% (50/100)

Tenderers are to provide a written response to the following questions for submission with their tender. Specific weighting and word limits are as stated below.

#### **Questions 1: Design Team**

1. Please provide full details of your design team and why you have proposed them for this project.
2. Please set out a methodology as to how the design will be presented as the project progresses to Poplar HARCA/Pellings and any comments raised tracked and closed out to record the decisions made and confirming full compliance with the ER's.
3. Please confirm who will be responsible for design coordination, and a methodology for how design issues are coordinated and communicated to site, including details of your QA processes.

Weighting: 30%      Word limit: 1500 words

#### **Question 2: Programme**

It is frequently the case that construction projects do not achieve the programme set. It is for this reason why the duration of the project will not be set until the design has been developed and a detailed discussion held between the contractor and Poplar HARCA/Pellings.

For the time being, please submit with your tender your suggested programme for the site based on the information provided including a written reasoning as how you arrived at it. Please include to identifying what you consider to be the critical factors that could present delays and how you intend to manage/mitigate them.

Your response should also include outline method statements and logistics plan (outside of word limit).

Weighting: 40%      Word limit: 1000 words plus programme.

#### **Question 3: Quality**

Poplar HARCA wishes to achieve a high-quality outcome at completion of the project.

It is often the case a contractor struggles to achieve the required quality before presenting for inspection by the client and their representative.

In practical terms, how will you ensure your QA procedure is adhered to so that the finished product presented for inspection will be of the highest quality with zero defects.

Please confirm the principal members of your Delivery Team inclusive of the Design Coordinator role.

Your response will be taken forward as a key commitment to the successful delivery of the project.

Weighting: 30%

Word limit: 1500 words

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## Section 4 – CSA and Tender Forms

(The PCSA Contract Sum) PCSA Works £ -

Prelims Menu Total £ -

**Total Taken to Form of Tender** £ -

### Estimated Total Scheme costs

Please insert below your estimation of the total design and construction cost for the site. This is to be provided for information only.

£

## CONTRACT SUM ANALYSIS

Poplar HARCA

### PRELIMINARIES & ON-COSTS MENU

Description	Qty	Unit	Rate	Contract	Type
<b>Contractors Staff</b>					
Contracts manager	50	weeks	£0.00	£0.00	TR
Site manager	50	weeks	£0.00	£0.00	TR
Assistant site manager	50	weeks	£0.00	£0.00	TR
Trainee site manager	50	weeks	£0.00	£0.00	TR
Quantity Surveyor	50	weeks	£0.00	£0.00	TR
Assistant QS	50	weeks	£0.00	£0.00	TR
Health & safety manager	50	weeks	£0.00	£0.00	TR
Design manager/co-ordinator	50	weeks	£0.00	£0.00	TR
Building services manager/co-ordinator	50	weeks	£0.00	£0.00	TR
Site engineer	50	weeks	£0.00	£0.00	TR
Buyer	50	weeks	£0.00	£0.00	TR
<b>Direct Labour</b>					
Site Labourer	50	weeks	£0.00	£0.00	TR
Banksman	50	weeks	£0.00	£0.00	TR
<b>Site Set Up &amp; Accommodation</b>					
<b>Oasis unit</b>					
Delivery	1	Nr	£0.00	£0.00	FXD
Set-up	1	Nr	£0.00	£0.00	FXD
Hire	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Site Office / Meeting Room Etc</b>					
Delivery	1	Nr	£0.00	£0.00	FXD
Set-up	1	Nr	£0.00	£0.00	FXD
Hire	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Drying Rooms / WCs/Welfare</b>					
Delivery	1	Nr	£0.00	£0.00	FXD
Set-up	1	Nr	£0.00	£0.00	FXD
Hire	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Staircase</b>					
Delivery	1	Nr	£0.00	£0.00	FXD
Set-up	1	Nr	£0.00	£0.00	FXD
Hire	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Hire of furniture/equipment</b>					
Consumables	50	weeks	£0.00	£0.00	TR

<b>Temporary electrics</b>					
Set-up	1	Nr	£0.00	£0.00	FXD
Charges	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Temporary water and drainage</b>					
Set-up	1	Nr	£0.00	£0.00	FXD
Charges	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Communications</b>					
Set-up	1	Nr	£0.00	£0.00	FXD
Charges	50	weeks	£0.00	£0.00	TR
Removal	1	Nr	£0.00	£0.00	FXD
<b>Hoarding &amp; barriers</b>					
Set up	1	Nr	£0.00	£0.00	FXD
Hire/alter/inspection	50	weeks	£0.00	£0.00	TR
Dismantle	1	Nr	£0.00	£0.00	FXD
<b>Scaffolding</b>					
Set up	1	Nr		n/a	FXD
Hire/alter/inspection	50	weeks		n/a	TR
Dismantle	1	Nr		n/a	FXD
<b>Mechanical Plant</b>					
<b>Telescopic Handler Fork Lift</b>					
Delivery / Set-up	1	Nr	£0.00	£0.00	FXD
Hire / Consumables	50	weeks	£0.00	£0.00	TR
Operator	50	weeks	£0.00	£0.00	TR
Removal on Completion	1	Nr	£0.00	£0.00	FXD
<b>Mobile Crane (please confirm size)</b>					
Delivery / Set-up	1	Nr	£0.00	£0.00	FXD
Hire / Consumables	50	weeks	£0.00	£0.00	TR
Operator	50	weeks	£0.00	£0.00	TR
Removal on Completion	1	Nr	£0.00	£0.00	FXD
<b>Fixed Luffing Crane (Please confirm size)</b>					
Delivery / Set-up	1	Nr	£0.00	£0.00	FXD
Hire / Consumables	50	weeks	£0.00	£0.00	TR
Operator	50	weeks	£0.00	£0.00	TR
Removal on Completion	1	Nr	£0.00	£0.00	FXD
<b>Cherry Picker</b>					
Delivery / Set-up	1	Nr	£0.00	£0.00	FXD
Hire / Consumables	50	weeks	£0.00	£0.00	TR
Operator	50	weeks	£0.00	£0.00	TR
Removal on Completion	1	Nr	£0.00	£0.00	FXD

Other Works					
Skips & waste disposal	1	Nr	£0.00	£0.00	TR
Protection	1	item	£0.00	£0.00	FXD
Builders clean	1	item	£0.00	£0.00	FXD
Nameboards	1	item	£0.00	£0.00	FXD
Security - out of hours	50	weeks	£0.00	£0.00	TR
Tenant manuals	1	item	£0.00	£0.00	FXD
Health & Safety file	1	item	£0.00	£0.00	FXD
Management of defects period	1	item	£0.00	£0.00	
Defects works outside scope of sub-contractors	1	item	£0.00	£0.00	FXD

**Total of  
Prelims**

**£0.00**

## Tender Form

Ref.	Item	Total
<b>1.0</b>	<b>Contractor Management Costs for the PCSA Period</b>	
1.1	Management of the design team and liaison with Poplar HARCA/Pellings	£ -
1.2	Management of the investigation/enabling works and liaison with Poplar HARCA/Pellings	£ -
1.3	Preparation of Main Contract Sum and liaison with Poplar HARCA/Pellings	£ -
1.4	Insurances for PCSA Period	£ -
1.5	Any other costs - please state	£ -
	<b>Sub-Total</b>	£ -
<b>2.0</b>	<b>Design Fees - Up to RIBA Stage 4</b>	
2.1	Architect	£ -
2.2	Engineer (Structures and Civils)	£ -
2.3	M&E Consultant, or	£ -
2.4	M&E Design by Subcontractor	£ -
2.5	Fire Consultant	£ -
2.6	Interior Design	£ -
2.7	Landscaping Design	£ -
2.8	Utilities Co-ordination Consultant	£ -
2.9	Design Stage SAPS/PEA	£ -
2.10	Planning fees - discharge of condition application	£ -
2.11	Other design Fees	£ -
	<b>Sub-Total</b>	£ -

<b>3.0</b>	<b>PSCA Enabling Works</b>	
3.1	Further existing services investigations	£ -
3.2	Service diversion applications to confirm costs only	£ -
3.3	New service connection applications to confirm costs only	£ -
3.4	Further site investigation works	£ -
3.6	R&D Asbestos survey	£ -
3.8	Any other investigation works	£ -
	Temporary Works	
		£ -
	<b>Sub-Total</b>	
		£ -
<b>4</b>	<b>SUB-TOTAL OF ITEMS 1, 2 &amp; 3</b>	
4.1	<b>Main Contractor's Overheads and Profit *</b>	0.00% £0
4.2	Main Contractor's Overheads - Enter %	0.00% £0
<b>Tender Sum For PSCA Works</b>		Main Contractor's Profit - Enter %
	<b>£ -</b>	

\* Please note the stated OHP figures will be applied to the main contract and any variations thereto.

## APPENDIX A – DRAFT PCSA AGREEMENT WORDING

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## **APPENDIX B – DRAFT SET OF ER's INCLUDING APPENDICES**

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