



SIMON LAWRENCE
RYDON



25TH FEBRUARY 2014

Dear Simon,

We are currently reviewing the tenders and note that all tenderers have made qualifications to their tenders. To ensure that the competition is fair and transparent we have reviewed the qualifications from all tenderers and confirm to all tenderers that the following are accepted.

1. The tender sum is exclusive of VAT
2. The drawings as set out in the tender documentation will be provided free of charge to the successful contractor in CAD format.
3. Any costs associated with the removal of Japanese knotweed or other similar hazardous vegetation (including any unavoidable delay directly attributable to the removal of the same) will be met by the Employer
4. Any costs associated the removal of unexploded ordnance (including any unavoidable delay attributable to the removal) will be met by the Employer
5. Any costs associated with the discovery of any archaeological artefact (including any unavoidable delay attributable to the investigation , recording and removal of the same) shall be met by the Employer
6. Any costs associated with any existing contamination of the site shall be met by the Employer provided that if any contamination is caused by the Contractor (or, if made worse by the unreasonable actions of the Contractor) then the costs (or any such additional costs) shall be borne by the Contractor
7. The Employer shall be responsible for the appointment of the CDM Co-ordinator and all the fees payable to such CDM Co-ordinator
8. The Employers Requirements assume that both the internal and external faces of the windows will be cleaned from the inside
9. The Employers Requirements do not allow for heating in the corridors or communal spaces with the exception of the heating required in the reception on the ground floor and within the new office space
10. Any costs associated with the employment of a party wall surveyor (and any associated fees) shall be met by the Employer
11. Any costs associated with the S106 Agreement shall be borne by the Employer
12. The Employer will be responsible for any additional costs in the event that any waste material arising from the site is not inert material with the exception of the allowance for asbestos within the provisional sum provided that the Contactor has taken all reasonable steps to segregate the same
13. There is no Employers Requirement to provide any new parking spaces outside the site boundary or on the public highway
14. The Employer takes responsibility to ensure that any issues relating to "rights of way", legal covenants and "rights of light" have been considered and resolved as part of the existing scheme. If issues arise as a result of any amendment or modification of the Employers

Requirements by the Contractor then the Contractor shall be responsible for the resolution of these and all associated costs

15. The Contractor should use best endeavours to achieve HQS certification but planning, building regulations and statutory regulations will take precedence.
16. The project should be priced based on all tender information issued and all tender query responses
17. The Employers Requirements do not contain a requirement for a sprinkler system, pressurised systems or firefighting lifts. Please note that the lifts are currently firefighting lifts and need to retain this capacity
18. The Employers Requirements do not require the Estate roads to be adopted. Any works undertaken must be in accordance with the provisions of the Employers Requirements
19. Planning approval has been obtained. In the event that the contractor proposes any amendment to the Employers Requirements during the course of the project the Contractor shall be responsible for any required revisions to such planning permission and the timely discharge of any conditions relating to such revised permission
20. The tenderers shall assume that all existing internal services to which connections need to be made are in full working order and, where appropriate, have been tested and certified to current regulations
21. The Employers Requirements do not specifically require:
 - Any diversions of electrical mains
 - A new substation

However, if the Contractor makes any revisions to the Employers Requirements during the course of the project which result in any of the above being required, then the cost of such provision shall rest with the Contractor

22. Clause 2.26.14 of the Contract shall be reinstated and the Contractor shall be entitled to an extension of time in the event of a force majeure.
23. The Employer will grant licences to working areas where retaining structures are required for the site boundaries.
24. The Employer will be responsible for the preparation of the legal agreements for the S185 and S278 Agreements and the Employer will be responsible for all associated legal fees.
25. The Employers Requirements do not contain a requirement for pumping, attenuation or any flood prevention measures.
26. The Employers Requirements do not contain any requirement to remove or lop any existing trees. In the event that the Contractor requires the removal or lopping of any existing trees in order to gain access to the site or for temporary facilities then the arrangement and cost of such works shall be at the Contractors cost.
27. The Employer shall be responsible for the fees associated with the S106 Planning Agreement and the CIL costs.
28. If a 10% Performance Bond is requested then the figure shall be reduced to 2.5% on Practical Completion and it shall expire on the issue of the Certificate of Making Good Defects.

The above removes the requirement for items 3, 6, 7, and 8 (b) – (i) on the attached schedule which sets out your tender qualifications. We would be grateful for your written confirmation by **5pm on the 27th February** that these qualifications are now removed.

Our comments on the remaining qualifications are as follows:

Number	Our comment
1	Please withdraw this comment in its entirety. We require the tender to be an unconditional offer which is capable of acceptance by the Employer.
2	Please withdraw this comment in its entirety. The conditions of contract, wording of the bond and ancillary documents were provided to you in full in the tender documentation. There was an opportunity to raise any query during the tender process. Any revisions will not be considered at this stage.
4	The land title documentation was contained in Appendix H. If you require any further information please revert to us either (a)stating exactly what you require or (b) withdrawing this qualification in its entirety.
5	We are not clear what your reference to “staged payments/ milestone schedules” refers to. The payment provisions were set out in full in the tender documentation and revisions will not be considered at this stage. Please withdraw this qualification in its entirety.
8(a)	Your qualification states that asbestos is excluded from the Tender Sum. This is incorrect as there is a provisional sum of £100,000 in relation to asbestos in the Provisional Sums. Please withdraw this qualification in its entirety.
8(f)	The Employers Requirements state that the Contractor shall be responsible for the discharge of planning conditions. Please withdraw this qualification in its entirety.
9	Noted but please note that this will not be evaluated as part of the tender evaluation.
10	Noted but please note that this will not be evaluated as part of the tender evaluation.

Your response to the points in the above table is required by **5pm on the 27th February**. The above points are significant and – if not withdrawn – will result in the decision being taken that your tender is not compliant with the Employers Requirements and will therefore not be considered further.

Clarifications

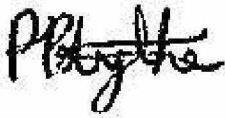
In addition to the resolution of the qualifications referred to above we need clarification on the following elements of your commercial submission:

- You provided the following lump sum figures for ‘Any other works not included, Contractor to define’:
 - a) Section B2 Superstructure Works at £32,250.00
 - b) Section B2 Internal Finishes at £193,993.00
 - c) Section B7 Electrical Installation at £24,962.00
 - d) Section B7 Mechanical Installation at £317,792.00

Please can you clarify what additional work you have allowed for.

- Based on the information issued to you the fees for the novated team should equate to £217,625.00. However in your tender summary the figure included under this heading is different to that above. Please confirm that you have allowed for the difference elsewhere within your tender.

Yours sincerely

A handwritten signature in black ink, appearing to read 'P Blythe', with a stylized, cursive script.

PETER BLYTHE
ASSISTANT PROJECT MANAGER
ON BEHALF OF KENSINGTON AND CHELSEA TMO