

Temple Cloud with Cameley PARISH COUNCIL

INVITATION TO TENDER

Temple Cloud PUMP TRACK

Contact person: Philip Edwards, Parish Council Clerk

Address – on request (electronic submission is preferred)

info@templecloud.org.uk; 07591257067

All submissions to be returned by email to the above by 24th August 2021

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1. INVITATION TO TENDER

- 1.1 Temple Cloud with Cameley Parish Council (TCPC) is inviting bids from contractors for the Design and Build of a Multiwheels Pump Track and associated access, drainage and landscaping in a designated area of the Temple Cloud Playing Field, Temple Cloud, BS39 5BD.
- 1.2 The outcome of the tender process will be a **two stage, design and build contract with a single contractor**:
 - a) STAGE 1: site investigation, client consultation, and detailed design and costing, culminating in the submission of a planning application to BANES District Council and securing planning permission.
 - b) STAGE 2: (dependent on planning approval), the subsequent construction of the project, including landscaping, ROSPA inspection, handover and any “launching” or “demonstration” activities that can be included for the price
- 1.3 Subject to planning permission and an agreed schedule of works and costs, the same contractor would continue Stage 2. However, the Council is under no obligation to proceed to the second stage: in such circumstances the first stage fee would be paid in full within 30 days of receipt of invoice.
- 1.4 The site location and description, plus the design brief can be found in Schedule 1.
- 1.5 The estimated project value is anticipated to be approximately £60,000 (50/50 funded from TCPC and grants-subject to approval). This is for information only and no guarantees are given, nor are implied as to the value or quantity of business that will be placed with the successful contractor.
- 1.6 The project should be completed, tested, ROSPA and Practical Completion Certificates issued and the site handed over to the Parish Council within 3 months of planning permission being granted.
- 1.7 The Applicant is required to provide value for money, use local suppliers (to the track location) where possible, deliver added value, cause minimum disturbance to the community whilst delivering a durable, well designed pump track built to a high quality that suits the needs of the local young people and adheres to the Council’s requirements.
- 1.8 The contractor will be expected to supply and fit a temporary construction site boundary fence and establish welfare facilities that do not impede access and egress of the community to the remainder of the Playing Field or the public footpaths.

2. TENDER SUBMISSION

- 2.1 Please see below the estimated timetable for this tender, please note this is for information only and may be subject to change. In the event that this action becomes necessary the TCPC will advise the participant.

TENDER STAGE	Dates
Invitation to Tender Issued	30 th June 2021
Deadline for submission of clarification questions to the Council	30 th July 2021
Deadline for Tender Submissions	24 th August 2021
Tender Evaluation Period	25 th August- 30 th September 2021
Expected date of Tender Award	1 st October 2021

2.2 Tenders should be submitted by email to:

Philip Edwards, Parish Council Clerk, Temple Cloud with Cameley Parish Council

Email: info@templecloud.org.uk

Tel: 07591257067

2.3 Tenderers must complete the following documents.

- Schedule 2: Form of Tender and Quality Submission
- Schedule 3: Pricing Schedule

These documents, “the Tender documentation”, will form part of the contract with TCPC if the Tenderer is successful.

2.4 The contractor should note that the contract is on a fixed price basis and that no claims for increased costs of materials or labour will be allowed.

3 GENERAL INSTRUCTIONS TO TENDERERS

3.1 All parts of this quotation documentation need to be answered as fully and accurately as possible, indicating where there may be uncertainty and provide supporting documentation where applicable. All questions need to be answered even if the response is “No” or “Not relevant”. The Council may reject the quotation if all parts of the documentation are not properly completed.

3.2 At the time of tender all tenderers will be deemed to have satisfied themselves as to the scope and content of the work required. Before submitting a quotation for the works, bidders are advised to visit the site to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the site and project. Although there is public access to the site and bidders can visit unaccompanied, it is recommended that the Parish Council be advised of your visit so that someone can accompany you to answer any questions.

3.3 All unit rates and prices must be quoted in £ Sterling, exclusive of VAT and inclusive of carriage and all other costs associated with the supply and delivery of the Goods, Works or Services which are the subject of this quote.

- 3.4 TCPC takes no responsibility for errors and/or inaccuracies in the information/data supplied as part of this tender. It is the responsibility of the tenderer to raise any and all queries relating to the provided information at the time of tender.
- 3.5 General marketing or promotional materials should not be included or delivered by mail either in response to any specific question or for any other reason. Any such information will be discarded.
- 3.6 When completing your responses, unless specifically asked for, please do not use excerpts from existing policy documentation as generic responses may not answer the question sufficiently
- 3.7 The Council reserves the right at any time to:
 - a) cancel the tender process: TCPC 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
 - b) waive any requirements of this Invitation to Tender.
 - c) disqualify any bidder that does not submit a compliant response to this Invitation to Tender, including any bidder that fails to comply with any instructions or other requirements specified in this Invitation to Tender or in any amended/supplemental document issued by TCPC from time to time
 - d) make whatever changes it sees fit to the procurement process envisaged by this invitation to Tender (including but not limited to, changes to the timetable, evaluation requirements and/or the content of the required form of contract and/or framework/call-off contract): and/or
 - e) choose not to award/enter into any contract or framework agreement as a result of the procurement process envisaged by this Invitation to Tender or choose otherwise to discontinue this process at any time.

4 EVALUATION CRITERIA AND METHODOLOGY

The bids will be marked on a 80% quality basis and 20% price (Bidders must keep within the maximum available budget). However, the quality, scale and volume of each solution will be part of the evaluation and thus the more a bidder is able to offer within the bid the greater the likelihood of being successful.

The Form of Tender and Quality Submission (Schedule 2) is in two parts:

- a) **Form of Tender** evaluated on a pass/fail basis (except Company details)
- b) **Quality Submission Criteria**, weighted and scored as per Section 8 in Schedule 2.

If at any time during the evaluation of a Quotation the Council forms the view that any matter requires clarification, it reserves the right to require a Bidder to provide additional information supplementing or clarifying their Quotation.

5 SHORTLISTED CONTRACTOR

- 5.1 The Shortlisted Contractor shall be the Bidder who scores overall highest in the above evaluation.
- 5.2 The Council reserves the right to carry out an independent financial appraisal of contractor's financial strength prior to contract award and will not award a contract to any contractor where this reveals any cause for concern which cannot subsequently be explained to the Council's satisfaction.
- 5.3 The Council reserves the right not to award the contract to the shortlisted contractor where the information provided raises any cause for concern. In this event, the Council will then consider the second shortlisted contractor and so on.
- 5.4 Prior to Contract Award the Shortlisted Contractor will be required to provide the following information to the Council's satisfaction:
 - Insurance Documentation – Public Liability £5 million, Employers Liability £5 million, Professional Indemnity £1 million,
 - Health & Safety Information – Risk assessment and Method Statements. Risk assessments should include identification of Hazards and include reference to all foreseeable risks and precautions in the context of this contract. Method Statement – detailing how risks will be mitigated during the works, in particular relating to the safety of other Field users.
 - Subject to additional funding, you will need to conform to any additional construction conditions required by the organisation(s) providing the additional funds.
 - Warranty/guarantee information – details and limitations of guarantees offered.
 - A detailed Programme of Works for Stage 1 - site investigation, consultation, design completion date, planning application submission date.
 - An indicative Programme of Works for Stage 2 to be finalised when Stage 1 is completed

6. TERMS AND CONDITIONS OF THE TENDER

Please see below for the terms and conditions of this tender. Through submitting a bid you are committing to meet and abide by these terms and conditions. The Council reserves the right to reject a quotation that does not fully comply with these instructions.

- 6.1 Submitted tenders are to remain open for acceptance without variation for 90 days from the tender deadline date. The Council may accept the quotation at any time within this prescribed period. The Council shall however not be bound to accept the lowest or any quotation and may accept any offer in whole or in part.
- 6.2 In accordance with regulation 113 (2) of the Public Contracts Regulations 2015 #102 any payment due from the contracting authority to the contractor under a contract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed. Invoices should ideally be submitted by the end of a calendar month to ensure payment in the following month.
- 6.3 Bidders shall be deemed to have satisfied themselves before submitting a bid as to the accuracy and sufficiency of the rates and prices stated by them in their bid, which shall (except in so far as it is otherwise provided for in the Contract), cover all their obligations under the Contract, and they shall be deemed to have obtained for

themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect their Bid. No claim for payment will be considered on the grounds of misunderstanding or lack of knowledge or information.

SUB CONTRACTING

- 6.4 When submitting a quote the bidder must notify the Council of any parts of the works which it proposes to sub-contract. Failure to do so will invalidate any such quotation.
- 6.5 The Council's prior written approval must be obtained before any part of the work is sub-contracted. The Council reserves the right to refuse such approval at its absolute discretion.
- 6.6 An approved sub-contractor must give a direct warranty and undertaking to the Council but the Contractor will nonetheless remain primarily liable for the provision of the Works.

ANTI-BRIBERY AND CORRUPTION

- 6.7 As a Local Authority, Temple Cloud with Cameley Parish Council conducts all of its business in an honest, professional and ethical manner. There is a zero-tolerance approach to bribery and corruption and TCPC is committed to acting professionally, fairly and with integrity in all business dealings and relationships wherever the council operates and through implementing and enforcing suitable systems to counter bribery.
- 6.8 In dealings with third parties, it is unacceptable for anyone connected with the Council to:
 - Give, promise to give or offer a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given
 - Give, promise to give or offer a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure.
 - Accept payment from a third party where it is known or suspected that it is offered with the expectation that it will obtain a business advantage for them
 - Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns to the Parish Council Clerk; or
 - Engage in any activity that might be classed as bribery as per our anti bribery policy. (see: <http://www.templecloud.org.uk/documents/anti-bribery-policy/>)

CONFIDENTIALITY

Subject to the exceptions referred to in Section 6.18 below, the contents of this Invitation to Tender are being made available by the Council on condition that:

- 6.9 Bidders should at all times treat the contents of the Invitation to Tender and any other documents or information made available by the Council in connection with the procurement process as confidential, save in so far as they are in the public domain.
- 6.10 Bidders should not disclose, copy, reproduce, distribute or pass any of the information to any other person at any time or allow any of these things to happen:
- 6.11 Bidders shall not use any of the information for any purpose other than for the purpose of submitting a tender in response to the Invitation.

- 6.12 Bidders should not undertake any publicity activity within any section of the media in connection with this Invitation to Tender.
- 6.13 Bidders may disclose, distribute or pass any of the information to their advisers, sub-contractor or to another person provided that either:
- this is done for the sole purpose of enabling a bid to be considered or submitted in response to this Invitation to Tender, and the person receiving the information undertakes in writing to keep the information confidential on the same terms as if that person were the tenderer; or
 - the bidder obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of information; or
 - the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this Invitation to Tender or to the contract agreement arising from it; or
 - the bidder is legally required to make such a disclosure
- 6.14 The Council may disclose detailed information relating to bidders to its officers, employees, agents or advisers and the Council may make any of the tender submissions available for private inspection by its officers, employees, agents or advisers. Temple Cloud with Cameley Parish Council also reserves the right to disclose to other bidders any query received from any bidder from time to time in connection with this Tender.

FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION STATEMENT

- 6.15 The Council is subject to the Freedom of Information Act 2000 (ACT) and the Environment Information Regulations (EIR) 2004.
- 6.16 As part of the Council's duties, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a request.
- 6.17 If the Contractor considers that any information provided in their responses to the questions is confidential or commercially sensitive or exempt from disclosure under the aforementioned Act, then it should be clearly marked as "Not for Disclosure to Third Parties" together with valid reasons in support of the information as being exempt from disclosure under the Act or EIR. Notwithstanding the foregoing, unless an exemption under the aforementioned Act or a duty of confidence applies, information shall be disclosed in accordance with the Freedom of Information Act 2000 in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer's commercial interests in maintaining non-disclosure.
- 6.18 The Council will endeavour to consult with the Contractor and have regard to comments and any objectives 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.
- 6.19 Following evaluation of tenders and notification to the successful tenderer, all unsuccessful tenderers will be notified and may request evaluation score and the name and evaluation score of the successful bidder. Once contracts have been

signed, the name of the successful tenderer, the overall contract price and where appropriate (subject to the above FOI exemption provisions) Contract Schedules may be published on Contract Finder and the Council's web site.

DATA PROTECTION

6.20 Where the processing of personal data is required under the envisaged contract, the successful bidder must comply with the General Data Protection Regulations and Data Protection Act and all applicable law concerning the processing of personal data and privacy.

6.21 By submitting this tender you confirm your understanding and compliance with the Schedule 2 Data Protection Contract of this tender.

6.22 For the Council's Data Protection Policy visit

<http://www.templecloud.org.uk/documents/data-protection-regulations/>