

## **Great Linford Parish Council**

**Refurbishment of existing Pavilion**

**at**

**Marsh Drive Sports Ground, Great Linford, Milton Keynes MK14 5HH**

## **INVITATION TO TENDER**

# **A. Introduction and Instructions**

## **1. INTRODUCTION & INSTRUCTIONS**

1.1. These Instructions describe Great Linford Parish Council's (GLPC, the Council) requirements, the tender process and the commercial terms on which the Council proposes to contract in due course with the successful Tenderer.

1.2. All costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender will be borne by the Tenderer.

1.3. The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender Documents) no compensation or remuneration shall otherwise be payable by the Council to the successful Tenderer or any other Tenderer in respect of the requirement by reason of the scope of the requirement being different from that envisaged by the successful Tenderer or otherwise, including without limitation any costs incurred by any Tenderer in the event this tender process is aborted.

1.4. To ensure that the Council will be able to carry out a proper comparison of tenders, no unauthorised alterations shall be permitted to the Tender Documents. Tenders that contain unauthorised alterations or qualifications may be rejected.

1.5. Bids shall remain open for acceptance for a minimum of 120 days. The Council expects to decide award of contract within 60 days of the closing date for submission of tenders.

1.6. The Council is not bound to accept any tender or make any award from this Invitation to Quote. The contract will be awarded on the basis of the Tender Evaluation Criteria, based on the criteria as set out below and subject the Council's funding approval.

## **2. LIVING WAGE**

Tenderers should be aware when submitting their pricing that Great Linford Parish Council expects the Contractor to pay at least the Living Wage as set by the Government to all its employees who are 18 years and above, are employed in connection with the Contract and who meet the Living Wage Criteria.

The living wage criteria means circumstances where an individual (contractor's or sub-contractors' staff) works at any premises which are either owned, occupied, managed or maintained by the Council for at least 2 hours per day over a period of 8 consecutive weeks in a year.

## **3. FURTHER INFORMATION AND ENQUIRIES:**

3.1. The Tenderer may write to the Council requesting any information or raising any query in connection with the Tender Documents via the tender portal. Where appropriate, any such questions will be circulated to all other potential suppliers via the clarification function on the portal. The Council reserves the right to seek clarification of any matters arising from the Tenderers submission. The Council reserves the right to make amendments to the text of the Tender Documents during the quoting process and notify Tenderers of any such amendments.

## **4. TERMS AND CONDITIONS OF CONTRACT:**

4.1. Please note this is not an order. If your tender is accepted, a formal contract will be issued. The order will be subject to GLPC's Terms and Conditions of Contract and your completed tender Submission. Acceptance of the tender by the Council shall be in writing and on the Council's terms and conditions, which are supplied as part of our tender requirements. Tenderers should note the Council will publish the awarded contract value and the name of the successful Tenderer.

4.2. Please note if you have any queries or require any clarifications regarding GLPC Terms and Conditions please submit these no later than 1 week prior to tender submission date. Any clarifications received after this deadline will not be considered.

## 5. RETURN OF TENDER

5.1. All Tenders shall be submitted to the Council through the tender portal before 12 noon on 06/06/2022. Please be aware that the Council will use the server clock on the portal to verify the time of submission. Tenderers should allow sufficient time to upload their submissions to ensure that it is fully loaded before the deadline. Failure to upload your bid by the deadline may result in your submission being rejected at the sole discretion of the Council. Tenderers should be aware that the tender cannot be submitted while a document is in the process of being uploaded and the larger the file size (50mb suggested maximum) the longer it will take to upload.

5.2. The following documents must be completed and returned through the portal:

- a) An on-line mandatory questionnaire on the portal;
- b) A response to the Tender Quality Evaluation questions (see Section C below and separate response document);
- c) Completed GLPC Pricing Schedule (if applicable, please see 4.3);
- d) A copy of the tenderer's own Bills of Quantities (if used) or pricing build-up schedule providing details of quantities and unit prices.
- e) All other supporting documentation as required as part of the Tender submission.

5.3. **All pricing documents must be uploaded separately in excel format provided and not embedded within any other documents.** Where pricing information is embedded within other documents, tenderers must upload separate copies of the embedded documents.

5.4. Any attachments that are not identified or any general sales material submitted will not be considered by the Council. Tenderers are therefore asked not to enclose any documents, brochures or other materials unless you are specifically requested to do so.

## 6. KEY DATES

6.1. This procurement will follow a clear, structured and transparent process to ensure that all tenderers are treated equally, fairly and transparently. The key dates for this procurement are currently anticipated to be as follows:

Date of Tender Invitation:	03/01/23
Deadline for Tenderers Queries:	13/02/23
Date for Submission:	20/02/23
Contract Award Date:	20/03/23
Contract Start Date:	24/04/23
Contract End Date:	tba
Contract Extension Date:	tba

## 7. HEALTH AND SAFETY

7.1. The Council requires that all contractors, their employees and sub-contractors (where applicable) shall, whilst working for the Council, conform with all requirements of the Health and Safety at Work Act 1974 and with all other Health and Safety Legislation that relate generally or specifically, to their trade, business or undertaking.

7.2. Where applicable the successful Tenderer must also comply with the GLPC Health and Safety policies.

## 8. ACCREDITATIONS

8.1. The Council requires that where accreditation to professional bodies is necessary to deliver the Works, Supplies or Services all contractors and sub-contractors (where applicable), shall whilst working for the Council, have all necessary accreditations in place.

## 9. INSURANCE

8.1 If a contract is awarded to you, written evidence of your insurance cover will be required. Insurance requirements will form part of the Terms and Conditions of Contract. The Council's requirements are:

- a) Employers Liability Insurance £5,000,000
- b) Public Liability Insurance £5,000,000
- c) Professional Indemnity Insurance (if applicable) £1,000,000

## **10. REJECTION OF TENDER**

10.1. The Council in its absolute discretion may reject a tender if:

10.1.1. the prices submitted are too high to be affordable;

10.1.2. the prices submitted are too low to be credible, but only after the Tenderer has been given the opportunity to provide an explanation of the tender or part of the tender which the Council believes to be too low, and where the Council does not accept the explanation;

10.1.3. all or part of the Tender Documents are reproduced for submission in a different format from that provided by the Council;

10.1.4. the Tender is qualified;

10.1.5. the Tenderer makes or attempts to make any variation or alteration to the terms of the Contract Documents;

10.1.6. if the Tenderer discloses to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain tenders necessary for the purposes of financing or insurance and/or;

10.1.7. if the Tenderer enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender and/or;

10.1.8. if the Tenderer fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender and/or;

10.1.9. if the Tenderer offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender any act or omission and/or;

10.1.10. if the Tenderer in connection with the award of the Contract commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972 and/or;

10.1.11. if the Tenderer has directly or indirectly canvassed any member or official of the Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer and/or;

10.1.12. if the Tenderer has done anything improper to influence the Council during the Tender period and/or;

10.1.13. if the Tenderer has failed to use the English language and/or;

10.1.14. if the Tenderer has failed to return any of the accompanying documents identified in paragraph 4.2 above.

10.1.15. if the Tenderer has failed to declare any conflict of interest or any circumstances that could give rise to a conflict of interest.

10.2. For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 9.1.1 and 9.1.2 above shall be without prejudice to any other civil remedies available to the Council or any criminal liability that such conduct by a Tenderer may attract.

## **B. Specification of the Works, Supplies and/or Services**

Please see Separate documents

## C. Evaluation Criteria

### Evaluation of the Quality Criteria by the Council:

Each Tender will be scored by the evaluation team against each of the evaluation areas in Table 1 and Table 2 below.

**Table 1**

Tender Criteria	Weighting
Quality	30%
Price	70%

The Quality aspect of the tender will take into account the criteria below in Table 2:

**Table 2**

<b>Level 1 Criteria: 1. Project Management</b>	<b>Level 1 Weighting 30%</b>	
<b>Level 2 Criteria</b>		
Please describe how you will organise and run the project in order to meet the programme, avoid additional costs and ensure existing users are not inconvenienced.	<b>Question Weighting</b>	<b>75%</b>
<b>Response:</b>		
Please describe how you will legally dispose of all waste materials (a copy of your waste disposal licence should be attached)	<b>Question Weighting</b>	<b>25%</b>
<b>Response:</b>		
<b>Level 1 Criteria: 2. Functional &amp; Technical Compliance with the Specification</b>	<b>Level 1 Weighting 20%</b>	
<b>Level 2 Criteria</b>		
Please provide details of any proposed improvements to the specification shown on your cost sheet and explain why you believe these will be better.	<b>Question Weighting</b>	<b>75%</b>
<b>Response:</b>		
<b>Level 2 Criteria</b>		
Please provide details of any guarantees/warranties that you will provide to the Council.	<b>Question Weighting</b>	<b>25%</b>
<b>Response:</b>		
<b>Level 1 Criteria: 3. Health &amp; Safety</b>	<b>Level 1 Weighting 30%</b>	
<b>Level 2 Criteria</b>		
Please explain how you will ensure that the construction site is compliant with Health & Safety Regulations at all times to ensure public and workforce .	<b>Question Weighting</b>	<b>50%</b>
<b>Response:</b>		
<b>Level 2 Criteria</b>		
Please explain how you will ensure that the project will meet the requirements of the CDM Regulations at all stages.	<b>Question Weighting</b>	<b>50%</b>
<b>Response:</b>		
<b>Level 1 Criteria: 4. Programme</b>	<b>Level 1 Weighting 10%</b>	
<b>Level 2 Criteria</b>		
Please provide a programme to show how the works will be implemented during the contract.	<b>Question Weighting</b>	<b>100%</b>
<b>Response: Please upload a separate document clearly marked "Programme (+ tenderers name)"</b>		

<b>Level 1 Criteria: 5. Experience</b>		<b>Level 1 Weighting 10%</b>	
<b>Level 2 Criteria</b> Using experience of similar projects you have undertaken, please describe the key outcomes to the successful delivery of this project.		<b>Question Weighting</b>	<b>100%</b>
<b>Response:</b>			
<b>Level 1 Criteria: 6. Payment schedule</b>		<b>Not scored</b>	
<b>Level 2 Criteria</b> Please provide a proposed schedule of payments required using a % figure of the total contract sum for the amounts.  Please provide a copy of your cost build up showing quantities and unit prices that you have used to prepare this tender if not broken down on the GLPC Pricing Schedule			
<b>Response:</b>			
<b>Level 1 Criteria: 7. References</b>		<b>Not scored</b>	
<b>Level 2 Criteria</b> Please provide details of 3 recent similar projects including photographs and contact details for a referee in each case (please ensure you have asked permission before using their details).			
<b>Response:</b>			

In respect of each quality criteria in Table 2 a score will be awarded on a system of 0-3 in accordance with the scoring scale in Table 3:

Table 3

No. of Points	Definition
0	Response does not meet requirements, or no response is provided.
1	Response partially meets requirements but contains significant weaknesses, issues or omissions.
2	Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions.
3	Response meets requirements to a high standard. Robust and detailed in all respects.

Responses may score any whole number between 0 and 3. The scoring system is set such that an acceptable standard would gain a score of at least 2. The Council reserves the right not to consider further, tenders which do not achieve this score. The score would be awarded for a response which shows that the Tenderer's solution demonstrated performance of the service to an acceptable standard in accordance with the Specification. Where the response is lacking in appropriate detail, only partially complete or inadequately justified, the overall score will be adjusted accordingly.

The score for each of the evaluation criteria will be multiplied by the weighted factor as follows to give an overall initial score:

Actual score / maximum score x weighting from Table 2

**Evaluation of the Tender Price payable by the Council:**

Overall Pricing Criteria 70%	Weighting
Cost	100%

Price Evaluation (costs payable by the Council) will be evaluated in accordance with Table 4 below using 70% price as an example:

Table 4

	Cost of Proposal (£)	Calculation	Points
Tender 1	2.0	$2.0/2.0 \times 70\%$	70.0
Tender 2	2.2	$2.0/2.2 \times 70\%$	63.6
Tender 3	2.4	$2.0/2.4 \times 70\%$	58.3
Tender 4	2.8	$2.0/2.8 \times 70\%$	50.0

**The scores achieved for the tender price and the quality criteria elements will be added together and the tenderer achieving the highest score will be successful.**

**Note:** failure to provide the required information requested may lead to your tender being rejected.