

## **BISHOP'S CLEEVE PARISH COUNCIL**



# **INVITATION TO TENDER**

For the Design and Build of a new Multi-Use Games Area, to include line markings for x2 tennis courts, netball and basketball with appropriate fencing, CCTV infrastructure and floodlighting and the construction of a new car park with secure entrance via Kayte Lane to serve the new MUGA  
at

The Sports Field, Cheltenham Road,  
Bishop's Cleeve, Cheltenham, GL52 8LZ

**Closing date and time for submission of tenders:**

**18/12/2023, 15:00 hours**

## **REQUEST FOR TENDER**

<b>Tender for</b>	<b>Design and Build of a new Multi-Use Games Area with a surface suitable for tennis, basketball and netball, to include line markings for x2 tennis courts, netball and basketball with appropriate fencing, CCTV infrastructure and floodlighting and the construction of a new car park with secure entrance via Kayte Lane to serve the new MUGA</b>	<b>Our Ref</b>	<b>MUGA</b>
<b>Contract Location</b>	<b>Sports Field, Cheltenham Road, Bishop's Cleeve, Cheltenham, GL52 8LZ</b>	<b>Tender submission deadline</b>	<b>3pm, Monday 8<sup>th</sup> January 2024</b>

### **Introduction to The Council**

The Council is the parish council for Bishop's Cleeve, which is situated north of Cheltenham in Gloucestershire. There are over 17,000 residents in the parish, and that number is still growing following a large amount of new development over the last decade.

### **Brief Description of Services**

You are invited to tender for the Design and Construction of a new Multi-Use Games Area, to provide line markings for two double tennis courts, netball and basketball together with appropriate fencing, CCTV infrastructure and floodlighting and the construction of a new car park with secure entrance via Kayte Lane to serve the new MUGA, at the Sports Field, Cheltenham Road, Bishop's Cleeve, Cheltenham, GL52 8LZ.

### **General Information**

Please check this document together with all accompanying documents, particularly the Specification, and if any pages are missing, duplicated or the text is indistinct, please notify the Council, as we will accept no liability for such errors or omissions in the future.

All items in the Pricing Schedule should be priced.

For the proper comparison of Tenders, it is important that no unauthorised alterations have been made to the Tender documents. Tenders containing unauthorised alterations or qualifications may be rejected. If you consider that changes are necessary, your proposals for such changes must be submitted to the Council for consideration and if the Council approves them, they will be circulated to all other potential suppliers.

Any attachments / additions that are not identified or are general sales material maybe excluded at no liability to the Council. You are therefore asked not to enclose any documents, brochures or other

materials unless you are specifically requested to do so. You must retain the sequence of the questions and the numbering in your response.

Bids shall remain open for acceptance for a minimum of 90 days from the date that the Tender closes. The Council expects to decide the award of contract within 40 days of the closing date for submission of Tenders.

The Council is not bound to accept a Tender or make an award from this Invitation to Tender. The contract will be awarded on the basis of the Most Economically Advantageous Tender, based on the award criteria as set out below subject to satisfying the Council's requirements set out in Part A (Suitability Assessment Questions). 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.

### **Exclusion**

You will be excluded from this procurement process if you meet any of the grounds for exclusion contained in Part A.

**If the Council finds conflicting or false information has been provided in a Tenderer's submission the Council reserves the right to reject the bid at any stage.**

The Council may exclude a bidder from this procurement if the Council establishes that it is unable to answer "No" in respect of any of the discretionary exclusion criteria set out below.

<b>DISCRETIONARY EXCLUSION CRITERIA</b>	
<b>Bona fide (Genuine / in good faith) Tender</b>	
Any Tender submitted must be bona fide and without canvassing or soliciting any member or employee of Bishop's Cleeve Parish Council or fixing the rates with another supplier. By submitting a Tender, you are agreeing this is a Bona fide Tender.	
Do you have any reason or basis to consider that your tender is not a Bona fide Tender?	<b>Yes / No</b>
You should also declare if anyone in your company has a family member or close friend who works for the Council or is a Member of the Council. You must advise their role and if they have any connections to this Tender. The Council will undertake its legal obligation to mitigate and manage any conflict of interest to enable your tender to proceed.	
Do you have family or close friends who either work for the Council, or are Members of the Council? If <b>Yes</b> , please detail their names and roles below and how you would manage that conflict of interest.	<b>Yes / No</b>

### **Tender Timelines**

Below is an indication of this Tender timeline which may change, and Bishop's Cleeve Parish Council will not be liable for any changes.

<b>ACTIVITY</b>	<b>DATE</b>
Last date for receiving questions on Intend system	<b>3pm 11<sup>th</sup> December 2023</b>
Deadline for receipt of Tenders	<b>3pm Monday 8<sup>th</sup> January 2024</b>
BCPC to evaluate tender responses.	<b>Tuesday 9<sup>th</sup> January 2024</b>
Presentation	<b>Tuesday 23<sup>rd</sup> January 2024</b>
Award of Contract	<b>Friday 8<sup>th</sup> February 2024</b>
Target contract commencement date or delivery date	<b>13<sup>th</sup> July 2024</b>

### **Return of Tender**

Completed Tenders and attachments should be submitted in hard copy in an envelope marked 'MUGA Tender' that does not identify the sender, and either hand delivered or posted to The Clerk, Bishop's Cleeve Parish Council, Parish Office, Church Road, Bishop's Cleeve, Cheltenham, GL52 8LR, to be received by 3pm on Monday 8<sup>th</sup> January 2024. Tenders submitted electronically, by email, will not be considered.

Your Tender must be received in hard copy by no later than **3pm on Monday 8<sup>th</sup> January 2024**. Tenders received after that time will be excluded.

### **How Your Tender is Assessed**

This tender document is split into two parts: Part A and Part B.

A presentation stage will be required by the top three suppliers who scored the highest in their tender submission.

Your organisation is assessed on the 'Suitability Assessment' questions contained in Part A.

The 'Suitability Assessment' questions are to ensure bidders meet requirements or minimum standards of suitability, capability, legal status or financial standing to perform the contract to be awarded.

Bidders must pass Part A in order to be considered for award.

A 'Pass' will be achieved providing the bidder has successfully demonstrated the requirements and minimum standards for each question and provided evidence if requested. The Council has set minimum standards and requirements which are relevant and proportionate to the subject matter of the Contract. The aim is to achieve an appropriate balance between fair competition and safeguarding public money.

If the Council requires a reference to demonstrate experience, the reference given will need to demonstrate sufficient capability to perform the Contract. In particular, the Council will have regard to

the degree to which your experience is relevant to the subject matter of the Contract and demonstration of the relevant ability, skills and resource required to perform the Contract.

If you are unable to meet any minimum standards or requirements, the Council may reject your tender at its absolute discretion. The Council may, but has no obligation to do so, consider alternative means of demonstrating suitability in the event that you are unable to meet any minimum standards or requirements. The Council's decision is final in all respects.

The Council reserves its rights not to award a contract to any bidder which does not pass basic credit checks or if, for any other reason, the Council considers any bidder's financial standing is a material risk to the delivery of the services.

After passing Part A, your response to Part B will be assessed.

Part B contains the 'Award criteria' to determine the 'Most Economically Advantageous Tender' (MEAT) for the award of the contract.

Your tender is assessed in accordance with the following award criteria:

**Resources / Quality = 60%   Costs = 20%   Presentation = 20%**

### **Presentation**

The project team, following evaluation of both Part A and Part B of the tender submissions, will invite the top three highest scoring suppliers through to 'Presentation stage'.

The date for this is expected to be Tuesday 16<sup>th</sup> January 2024.

Only those top three companies with the three highest quality scores will be invited for presentation.

Once at the meeting for the Presentation, the project team will expect:

- 15-20-minute presentation on the supplier's ability to complete the project.
- 'Ad hoc' questions will be asked by the project team on the day of the presentation.

Evaluation will be based upon content and delivery and scored in accordance with the methodology stated below

### **Weighting and Scoring**

The marks available for the Quality aspect of your submission will be split into a range of individual elements and weighted according to their importance. Evaluation will be a measure of the extent to which you have met the requirements of the service specification. The evidence you provide in terms of the Quality information you submit will be assessed and scored accordingly. Each member of the evaluation team will assess every submission individually and consequently, a collective score will then be awarded.

Questions in this section are linked to the subject matter of this contract and Key Performance Indicators (KPI's) as detailed in the specification. Your answers should reflect this.

If there is an **(R)** after the 'weighting score', it indicates that there is also a 'minimum' threshold to that question and suppliers will be rejected if they do not meet a minimum requirement threshold. The minimum threshold is 30% and if, for example, the total number of points available is 30 and a score of 8 or below is awarded, this will lead to the rejection of your tender in its entirety.

All questions are scored out of 5 points as per the criteria below. Answers are then multiplied by the weighting factor given for each question. For example, a question weighted as 10 would have a maximum weighted score of 50 (5 x 10), and an answer awarded 4 points would have a weighted score of 40 (4 x 10).

See example below:

Question	Weighting	Score (Example only)	Total
1.	10	5	50
2.	10	4	40
3.	10	3	30
<b>Total Points</b>			<b>120</b>

### Award Criteria – Scoring Methodology

Score	Criteria to Award Score – Quality Questions	Criteria to Award Score – Technical & Professional Ability
5	The Potential Provider's response enables the evaluator to have a <b>comprehensive understanding</b> of how the requirement will be met. The evaluator can clearly identify <b>comprehensive evidence</b> that the response given will deliver all stated requirements and <b>exceeds</b> those requirements.	Satisfies the requirement with <b>significant and relevant evidence</b> and experience at or above the contract value or other considerable public sector experience. Considerable, comparable and relevant private sector experience at or above the contract value may also suffice. Experience is very clearly centred on the subject matter of the Services.
4	The Potential Provider's response enables the evaluator to have a <b>comprehensive understanding</b> of how the requirement will be met. The evaluator can clearly identify <b>comprehensive evidence</b> that the response given will deliver <b>all</b> of the stated requirement(s).	Satisfies the requirement with <b>recognisable evidence</b> and experience. Very good level of public sector experience demonstrated at or near the contract value. Very good, comparable and relevant private sector experience at or near the contract value may also suffice.
3	The Potential Provider's response enables the evaluator to <b>have an understanding</b> of how the requirement(s) will be met. The evaluator can identify <b>sufficient evidence</b> that the response given will deliver <b>most</b> of the stated	<b>Satisfies the requirement.</b> A reasonable level of public sector experience demonstrated perhaps mixed with some private sector experience near the contract value. Public sector experience demonstrated and some relevant

	requirement(s).	and comparable private sector experience demonstrated. The majority of all experience demonstrated is relevant to the subject matter of the Services.
2	The Potential Provider's response enables the evaluator to <b>have an understanding</b> of how the requirement(s) will be met. The evaluator can identify <b>limited evidence</b> that the response given will <b>partially deliver</b> the requirement(s). The response may have raised significant concern(s).	Satisfies the requirement with <b>minor reservations</b> . Some relevant public sector experience demonstrated but lacking in depth or scope and perhaps mixed with some private sector experience some of which is demonstrates experience of the subject matter of the Services. Some experience is perhaps materially below the Contract value.
1	The Potential Provider's response does not enable the evaluator to have a clear understanding of how the requirement(s) will be met. The evaluator <b>cannot clearly identify</b> that the response given will deliver the stated requirement(s) due to insufficient evidence, the Potential Provider's limited understanding and/or omissions.	<b>Major reservations.</b> Very little public sector experience or comparable private sector experience demonstrated and difficult to glean how the Applicant could provide the Services. Much of the experience demonstrated is limited in terms of relevance to the subject matter of the Services.
0	The evaluator believes that Potential Provider has <b>failed</b> to either answer the question or provide a relevant response.	Does not meet the requirement. Does not comply and / or <b>insufficient information</b> provided to demonstrate that the Applicant has the ability, understanding or experience

### Costs

The tender with the lowest cost (that has met all Quality thresholds) will gain full marks available for the price element of the evaluation.

All other tenders over and above the lowest price tender will score a proportion of the marks available on a pro-rata basis. This is calculated using the percentage their cost would need to reduce to match the lowest price and reducing their score by the same percentage. This is calculated using the following formula:

$$\frac{\text{Lowest cost offered}}{\text{Price offered by a particular tenderer}} \times 10$$

An example of this price evaluation formula being applied is provided below: -

	<b>COST OF THE PROPOSAL</b>	<b>MARKS GAINED OUT OF THE 10 AVAILABLE</b>
<b>Tenderer A</b>	£9,000	10.0
<b>Tenderer B</b>	£10,000	9.0
<b>Tenderer C</b>	£12,000	7.5
<b>Tenderer D</b>	£18,000	5.0
<b>Tenderer E</b>	£30,000	3.0

### **Help and Support**

The Council will provide as much support and information as it can in order to help guide you through the Tender process. Questions asked together with the Council's response will be made available to all tenderers to ensure a fair and consistent approach to all.

If there is anything you are not sure of or need clarification on, please contact the Clerk by emailing [clerk@bishopsleeveparishcouncil.gov.uk](mailto:clerk@bishopsleeveparishcouncil.gov.uk)

### **'Reject' Questions**

If there is an **(R)** after the weighting score, it indicates that there is also a minimum threshold to that particular question and, at the Council's absolute discretion, tenderers may be rejected if they do not meet a minimum requirement threshold in line with the scoring methodology above. The minimum threshold is set at 30%.

If the Council finds conflicting or false information has been provided in a Tenderer's submission the Council reserves the right to reject the bid at any stage.

Please complete the following Quality Information and the Pricing Schedule attached in order that your Quotation may be assessed.



### Specification of Works, Supplies and Services

**This specification is a requirement for the Design, Provision and Installation of a new Multi-Use Games Area (with suitable surface for tennis, netball and basketball – please specify), to include line markings for x2 tennis courts, netball and basketball with appropriate fencing, CCTV infrastructure and floodlighting, together with a new car park with secure entrance via Kayte Lane, Bishop's Cleeve (to serve the new MUGA) on land at the Sports Field, Cheltenham Road, Bishop's Cleeve, Cheltenham, GL52 8LZ.**

The Multi-Use Games Area (MUGA) facility and new car park is to be installed on an area adjacent to the current 3G pitch and shown on the attached plan. Full planning permission has been granted for this development and funding is in place through a s106 agreement.

This Tender will be to identify and select a single Contractor whose tasks will be to:

- Prepare the final design.
- Provide and Install the MUGA with an appropriate surface suitable for the stated uses and the requisite equipment to facilitate the specified uses, appropriate fencing, CCTV infrastructure and floodlighting.
- Prepare the final design for the car parking and the secure entrance for agreement and implementation.
- Install the car park and new secure access.
- Arrange / attend an opening ceremony.
- The Contractor must ensure that the MUGA contains sufficient space and line markings for the two double tennis courts, netball and basketball and all delineated in different coloured line markings.

The area is open to the public during daylight hours and Bidders are welcome to visit at their leisure.

If an accompanied site visit is required, please request this by emailing [facilities@bishopscleeveparishcouncil.gov.uk](mailto:facilities@bishopscleeveparishcouncil.gov.uk)

#### **Services and works:**

The Tender must include detailed information as requested within the Quality questions.

When submitting your response, please account for:

- Timetable of delivery and installation for both elements of the Tender.
- Design for the MUGA.
- Design for the car park and entrance details.
- Surveys, utilities searches & engineering drawings for construction.
- Identification of any risks involved.
- Project management (to include H&S and CDM compliance).
- Provision of JCT Minor Works 2016 with Contractors Design documentation.
- Site Safety.
- Preliminaries.
- Groundworks & drainage.

- Noise impact assessment.
- Opening Ceremony – *this is to be conducted after soft opening, an Official opening event of MUGA with Councillors and press etc.*
- Warranties.
- Future maintenance details.
- Other items (please detail).

The MUGA and new car parking provision will be located adjacent to the existing 3G pitch.

This Tender aims to select a Contractor based upon examples of previous work, financial viability, Health & Safety procedures, skills, experience of working with Councils and Community Groups, and expertise to delivering a fully funded project from start to finish within budget.

The Tender is required to provide value for money, use local suppliers where possible, deliver added value, cause minimum disturbance to the community whilst delivering a durable, well designed facility built to a high quality that suits the needs of the local users and adheres to the Authority's requirements.

### **Lighting and CCTV**

Lighting provision needs to comply with the planning condition and should be designed to minimise disturbance to nearby residences, and it should be on a programmable timer to comply with the time restriction imposed on the planning consent.

CCTV infrastructure needs to be included to allow the installation of equipment to connect to the Council's current system.

Please also include warranty information.

### **Installation and Completion**

- The installation works shall provide a finished state, suitable for use on completion. The site shall be left clean and tidy at the end of the contract and must be handed over in pristine condition.
- Damage to surrounding areas shall be minimized and any damage within or outside of the completed site shall be reinstated to the satisfaction of the Council. Any reinstatement of grass areas shall be with turf.

### **Post Installation Inspection**

- A post installation inspection carried out by a certified RPII inspector shall be arranged by the Contractor to be conducted within 7 days of install completion.
- Completion of any remedial works highlighted in the post installation report to be conducted within 14 days of report completion.

Full detail of costs must be submitted within the pricing schedule.

It is desired that the MUGA (and car park) should be completed and opened by **Friday 13<sup>th</sup> July 2024. The entire project must be finished and invoiced by no later than the 31<sup>st</sup> August 2024.**

Key Performance Indicators (KPI's) applicable to our Specification – These must be measurable			
What performance will be measured	Who By?	Frequency of Measurement	Expected Outcomes / Targets
Pre-start meeting	Contractor and BCPC Project Team	Prior to commencement of installation.	To be provided with overview of project with dates of commencement. ( <i>Unable to give specific dates as will depend on the timetable for delivery.</i> )
Start Date	Contractor and BCPC Project Team	Prior and on day of commencement.	To commence installation on date provided by contractor.
Installation	Contractor and BCPC Project Team	Throughout the contract. Contractor to provide regular updates on progress. BCPC Project Team to conduct site visits, the regularity of the visits will be dependent on availability.	To ensure that installation is in accordance with timetable and approved design.
Completion date	Contractor and BCPC Project Team	On completion.	Installation must not exceed the time as stated in the method statement (excluding issues relating to weather).
Post Installation Inspection	RPII accredited inspector	On completion of installation	Equipment and installation comply with standards
Remedial Works	Contractor	On completion of any remedial works. Site visit by BCPC Project Team	Completion of any remedial works highlighted in the post installation inspection report to be conducted within 14 days of report completion.
Inspections of the MUGA	Routine: BCPC Operational and Annual inspections conducted by independent inspector	Routine – weekly Operational – quarterly Annual – Annually	Equipment is in working order. Surface is safe.

<b>1.</b>	<b>BASIC DETAILS OF YOUR ORGANISATION</b>
1.1	Name of the organisation in whose name the Tender would be submitted:
1.2	Contact name for enquiries about this bid:
1.3	Contact position (Job Title):
1.4	Address:
1.5	Telephone number:
1.6	E-mail address:
1.7	Website address (if any):
1.8	Company Registration number (if this applies):
1.9	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:
1.10	Date of Registration:

1.11	Registered address if different from the above (including post code)	
1.12	VAT Registration number:	
1.13	Is your organisation: (Please indicate <b>one</b> )	i) a public limited company? <b>Yes / No</b>
		ii) a limited company? <b>Yes / No</b>
		iii) a partnership <b>Yes / No</b>
		iv) a sole trader <b>Yes / No</b>
		v) other (please specify) <b>Yes / No</b>
1.154	Name of (ultimate) parent company (if this applies):	
1.15	Companies House Registration number of parent company (if this applies):	

**PART A (suitability assessment questions)**

2. Question	Response
<p>2.1 <b>Financial</b> - The Council requires your organisation's turnover to be at least twice the estimated annual value of the Contract and evidenced by your organisation's last 2 years accounts which should be attached to your tender response.</p> <p>If your organisation has been established for less than two years, please provide a business plan for the whole organisation, including the profit and loss account, cash flow forecast and projected balance sheets covering at least the period of the contract.</p>	<p>Is your turnover at least twice the annual value of the Contract? <b>Yes / No</b></p>
(a) A statement of the turnover, Profit and Loss Account / Income Statement, Balance Sheet / Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	<b>Yes / No</b>
(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	<b>Yes / No</b>
(c) Alternative means of demonstrating financial status if any of the above are not available (e.g., forecast of turnover for the current year and a statement of funding provided by the owners and / or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	<b>Yes / No</b>
<p>2.2 <b>Financial</b> - Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?</p>	<b>Yes / No</b>
<p>3. <b>Professional and Technical Ability</b> - Please provide details from two recent contracts (within the last 3 years) that your organisation has undertaken which are relevant to Bishop's Cleeve Parish Council's requirement. Details should include the following: The organisation's name &amp; contact details, including email, for a Reference. Details of the contract, explaining why the contract is relevant to Bishop's Cleeve Parish Council's requirement, when and where the contract was performed, and whether the outcomes were successfully achieved. Please also confirm the contract value.</p>	
3.1 Contract 1 <b>(R)</b> (Weighting = 2) .	
3.2 Contract 2 <b>(R)</b> (Weighting = 2)	
3.3 Contract 3	
<p>4. <b>Insurance</b> - Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of</p>	<b>Yes / No</b>

<p>insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £ 5,000,000</p> <p>Public Liability Insurance = £ 10,000,000.00</p> <p>Professional Indemnity Insurance = £ 5,000,000</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
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## PART B (AWARD CRITERIA)

### Quality Questions in relation to you achieving our specification

QUALITY QUESTIONS	
<b>1.</b> (Weighting = 50) <b>(R)</b>	<b>Method Statement</b> - Please confirm you can achieve our specification? If not, what part can you not meet? Provide detailed information on your proposed method for meeting the criteria for all services / work as identified in the specification (e.g., consultation, design, surveys etc) including provisional items and any work that will be sub-contracted (including list of the sub-contractors). Include, timetable of delivery and installation, Health and Safety procedures, site safety, warranties, accreditations and future maintenance of equipment.
Response:	
<b>2.</b> (Weighting = 15)	<b>Resources</b> - Detail the resources and your technical ability (inclusive of sub-contractors) to carry out the service. Provide Information on: <ul style="list-style-type: none"> <li>• The workforce to be employed for performance</li> <li>• The service and level of experience</li> <li>• The level of resources to be used e.g., time.</li> </ul>
Response:	
<b>3.</b> (Weighting = 15)	<b>Communication</b> - Provide information on how you will effectively communicate with the Council and where applicable the community and your procedure for responding to a complaint. Please include names, position and contact details.
Response:	
<b>5.</b> (Weighting = 10)	<b>Monitoring</b> - Provide information on monitoring of the contract and how you will ensure our required outcomes are met.  Please view the listed Key Performance Indicators within the tender document and default costs listed within document PT19 major terms and conditions; schedule 3.
Response:	
<b>7.</b> (Weighting = 10)	<b>Risk</b> - Identify any risks involved and how you suggest these could be managed effectively (include roles and responsibilities).
Response:	



**Preamble to the Pricing Schedule**

Please see below 'Request for Tender Pricing table' and complete accordingly.

This preamble forms part of the Pricing Schedule. The Supplier where applicable should visit the area to satisfy himself as to the local conditions, the full extent and character of the operation, parking and general traffic level conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally, as no claims on the ground of lack of knowledge will be entertained.

- (a) The Supplier is to read the preambles in conjunction with the Pricing Schedules and all other Contract documents.
- (b) The Supplier is notified that all quantities given are approximate and given for guidance purposes only. No claim from the Supplier will be entertained by the Council for any mistakes in the information given.
- (c) The Supplier shall price all items. No other costs will be accepted other than those in the pricing schedule. Prices should exclude VAT – see (k)
- (d) The rates to be inserted in the Pricing Schedule for works are to be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs, together with an element of profit. No additions to these rates will be allowed other than in accordance with the method of review detailed in the Conditions of Contract.
- (e) The prices and / or rates stated in this Price Schedule constitute the only reimbursement and profit to the company for providing the Services. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the Supplier in providing the Works, Supplies or Services.
- (f) The price invoiced will be benchmarked against the original Tender and recorded throughout the life of the agreement as a KPI (Key Performance Indicator). This will be part of our annual efficiency contract review.
- (g) All administration costs including overheads, printing, posting, copyright etc. are included within the prices tendered below.
- (h) The actual price to be paid will be a product of the rates detailed in this document. All work shall be authorised in advance in writing by the Council's authorised officer.
- (i) All sums payable by or to the Council or the Supplier are exclusive of Value Added Tax ("VAT"). Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sum.

**Pricing Schedule PART 2 – Multi-Use Games Area and car park with secure entrance**

<b>DESCRIPTION</b> Please use a line for each item as identified in the specification. Add additional lines if required.  <b>(Specify all stages of the project where a cost will be incurred eg: consultation, design, surveys, planning approval, supply and install, site safety etc)</b>	<b>COST PER ITEM £</b>	<b>TOTAL PRICE £</b>
	EXAMPLE £200.00 PER DAY X 5	£1000.00
JCT Minor Works contracts (2016 with Contractors Design) – supply and complete – free of charge	ITEM COST	
Engineers site visit to include CAT scan, topo survey to set stations and utilities searches	ITEM COST	
H&S / Project Planning	ITEM COST	
Detailed design drawings for construction	ITEM COST	
Insurances, Heras compound, safety signage, site welfare, steel store, plant hire		
Transport, Fuel, Skips		
Installation of drainage if applicable		
Foundations / other ground works		
Importation and compaction of Type 1 stone		
Provision and installation of suitable surface with specified line markings and net / hoop sockets		
Equipment for specified uses		
Supply and Installation of floodlighting		
Supply and Installation of CCTV Infrastructure		
Provision and installation of appropriate metal fencing and gates 2no (pedestrian access and service gates)		
Supply and install 1no A1 metal safety sign (wording to be agreed with Council)		
Provision and installation of security access		
Installation of car park		
Reinstatement		
RoSPA PI inspection and handover to Client		
Opening event		
<b>Total Sum of MUGA and car park with access £</b>		

<b>TENDER COMPLETED BY (an authorised employee of your company)</b>			
Company:		Name:	
Position (Job Title):			
Date:		Address:	
Telephone number:		Email Address:	

## **SPECIAL TERMS**

### **Clarifications about the Contents of the Tenders**

The Council reserves the right (but shall not be obliged) to seek clarification of any unclear or ambiguous aspect of a supplier's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Suppliers are asked to respond to such requests promptly. For the avoidance of any doubt, the Council will not provide opportunity to submit revised bids or improved submissions.

### **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Supplier has received this ITT) is kept confidential by the Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulations 2004 ("EIR") in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Council shall treat all Suppliers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA or the EIR.

While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done.

Suppliers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

### **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

### **Suppliers Conduct and Conflicts of Interest**

Any attempt by Suppliers or their advisers to influence the contract award process in any way may result in the Supplier being disqualified. Specifically, Suppliers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees, agents or members of the Council or their advisers concerning another Supplier or Tender.

Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier and its advisers, and the Council and its advisers. Any Supplier who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

### **Council's Rights**

The Council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Supplier's submission.
- Disqualify any Supplier that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Supplier that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### **Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Supplier in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### **Council's Values**

The Council expects its suppliers to deliver works, services or goods with due regard to environmental protection, health and safety and equalities legislation and Council's contract reflects these values.

**Branding**

Bishop's Cleeve Parish Council branding should where possible be incorporated on all publicity materials and letters to the public produced on our behalf by contractors, after approval.

## Site Location Plan

