



Instruction to Tenderers



KB.VI2I



I. Completion and Submission of Tender Documents

- I.1.** All tenders must be completed in English and, where applicable, signed in ink.
- I.2.** All tenders must be submitted in accordance with the documentation and requirements provided herein. This must not be amended in any way.
- I.3.** Tenders may be rejected if the required information is not given at the time of tendering.
- I.4.** Suppliers should submit One hard copy and One electronic copy of their tenders preferably by email or on a USB memory stick.
- I.5.** Completed tender documents must be submitted in a plain sealed envelope and returned to the Facilities Manager at the Civic Centre (see label enclosed at the end of this document) with name of the supply and service being tendered for clearly marked, before the closing date. The envelope must not identify the name of your company.
- I.6.** The Council would advise that tenders sent by post be registered or sent by Recorded Delivery. An official receipt should be obtained for each Tender delivered by hand.
- I.7.** Tenderers are advised that manually delivered Tenders can only be accepted during normal office hours i.e. between 9.00 am to 4.30 pm Monday to Friday. Tenders sent by special delivery or delivered by hand will not be accepted on either weekends or on Public and Statutory Holidays.
- I.8.** The return date for this tender should be no later than **FRIDAY 15th January 2020**. Any clarification messages regarding this opportunity must be emailed to tenders@trowbridge.gov.uk
- I.9.** Please ensure that you allow sufficient time to follow the instructions provided. Trowbridge Town Council is not obliged to accept the lowest or any tender during this process should all criteria not be met in full.
- I.10.** TTC cannot accept responsibility for postal or delivery delays.
- I.11.** Under no circumstances will late tenders' responses be considered.
- I.12.** TTC will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or evaluation of the Tender.
- I.13** Your attention is drawn to the enclosed Terms of Offer where all the requirements for completing and submitting a tender can be found. **Failure to comply with these instructions may result in your tender being rejected.**



Terms of Offer

I. Information and confidentiality

- I.1 Information that is supplied to tenderers as part of the procurement exercise is supplied in good faith. However, tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the tenderers of such information, unless such information has been supplied fraudulently by Trowbridge Town Council.
- I.2 All information supplied to tenderers by Trowbridge Town Council in connection with this procurement exercise shall be regarded as confidential. By submitting an offer, the tenderer agrees to be bound by the obligation to preserve the confidentiality of all such information.
- I.3 This Offer and its accompanying documents shall remain the property of Trowbridge Town Council and must be returned on demand.
- I.4 If tenderers provide any information to Trowbridge Town Council in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which a tenderer wishes to be held in confidence, then tenderers must clearly identify in their offer documentation the information to which tenderers consider a duty of confidentiality applies. Tenderers must give a clear indication which material is to be considered confidential and why you consider it to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate. In addition, marking any material as “confidential” or equivalent should not be taken to mean that Trowbridge Town Council accepts any duty of confidentiality by virtue of such marking. Please note that even where a tenderer has indicated that information is confidential, Trowbridge Town Council may be required to disclose it under the FOIA (Freedom of Information Act) if a request is received.
- I.5 Trowbridge Town Council cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- I.6 In certain circumstances where information has not been provided in confidence, Trowbridge Town Council may still wish to consult with tenderers about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
- I.7 The decision as to which information will be disclosed is reserved to Trowbridge Town Council, notwithstanding any consultation with you.



2. Samples

- 2.1 Tenderers should not need to submit samples of any items offered. However, if a need to provide samples is critical in choosing the correct supplier these samples shall be provided free of charge.

3. Prices

- 3.1 Prices must be stated in accordance with the Tender Application Form and must remain open for acceptance until **90 days** from the closing date for the receipt of offers.
- 3.2 Prices must be firm (i.e. not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents.

4. Tender documentation and submission

- 4.1 Tenders should be submitted for all goods and services only and not selected. The desire of the Town Council is that there is only one point of contact. The only exemption for this would be the requirement to have direct correspondence with any leasing companies for equipment if applicable.
- 4.2 The goods and/or services offered should be strictly in accordance with the specification.
- 4.3 The Form of Offer must be signed by an authorised signatory: in the case of a partnership by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.
- 4.4 The Form of Offer and accompanying documents must be completed in full. Any Offer may be rejected which:
- contains gaps, omissions or obvious errors; or
 - contains amendments which have not been initialled by the authorised signatory; or
 - is received after the closing time.
- 4.5 All queries or difficulties should be directed to the e-mail address below.
- 4.6 Project lead times should be indicated where possible.

Also, all companies interested in bidding should upon receipt of the tender document send a formal e-mail to the address below indicating the tender for which they will be submitting a bid. tenders@trowbridge.gov.uk



5. Official Amendments

- 5.1** Should it be necessary for Trowbridge Town Council to amend the tender documentation in any way, prior to receipt of tenders, all tenderers in receipt of documents will be notified simultaneously. If deemed appropriate, the deadline for receipt of tenders will be extended.

6. Assumptions

- 6.1** Tenderers must not make assumptions that Trowbridge Town Council has experience of their organisation or their service provision even if on a current or previous contract. Tenderers will only be evaluated on the information provided in their response. Embedded documents or hyperlinks must not be used unless requested.

7. Canvassing

- 7.1** Any tenderer who directly or indirectly canvasses any official of Trowbridge Town Council concerning the award of contract or who directly or indirectly obtains or attempts to obtain information from such official concerning the proposed or any other tender will be disqualified. This should not, however deter any supplier seeking clarification in relation to the tender.

8. Sustainable Development & Socially Responsible Procurement Benefits

- 8.1** The Government is committed to sustainable development, sustainable procurement and socially responsible procurement and Trowbridge Town Council would wish to see tenderers adopt a sustainable approach.

9. The Evaluation Process

- 9.1** The tender evaluation process shall be completed in two stages: 1. Selection and 2. Award
- 9.2** Tenderers will need to fully meet the requirements of Stage 1 to progress on to Stage 2
- 9.3** The contract will be awarded on the basis of value and the quality of the information provided in the tender submission. The weightings assigned will be as follows:

Most Economically Advantageous Criteria:	Weighting %
Cost	50%
Quality of Tender application & Information	50%
Total	100%



Where weighting is applied to non-cost criteria, the scores for such shall be allocated on the following basis:

Assessment	Score Awarded	Interpretation
Excellent	5	Excellent response with detailed supporting evidence and no weaknesses. Response demonstrates that the Tenderer will provide excellent services if awarded.
Good	4	Good response with good supporting evidence and minimal weaknesses. Response demonstrates that the Tenderer will provide good services if awarded.
Satisfactory	3	Satisfactory responses with satisfactory supporting evidence but lacks sufficient detail to award a higher mark. Response demonstrates that the tenderer will provide satisfactory services if awarded.
Poor	2	A response/answer/solution with reservations. Lacks convincing detail and the methodology to be applied. Medium risk that the proposed approach will not be successful
Very Poor	1	An unacceptable response with serious reservations. Limited detail of methodology to be applied. High risk that the proposed approach will not be successful
Unacceptable	0	Failed to address the question.

A score of 2 or less will render the submission ineligible and it will be withdrawn from process.

- 9.4 The successful Tenderer will be required to execute a formal agreement. The Council's written acceptance of the Tender will form a binding contract between the Council and the successful Tenderer.
- 9.5 Unsuccessful suppliers may request feedback from the adjudication panel if required.
- 9.6 All costs and expenses associated with presentations shall be borne by the Tenderers.



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Breakdown of the costs of the project.

SCHEDULE OF SUPPLEMENTARY INFORMATION



SECTION I – PRELIMINARY PARTICULARS

1.1 General

This document sets out the employers' requirements to be included in the conditions of the contract in respect of the design and construction of the works described herein and includes the obligations and restrictions to be imposed on the contractor.

1.2 Project

The works comprise the design and construction of works to various sites detailed within Section 2 of this document.

1.3 Site Locations of Multi Use Hard Courts

The **four** sites referred to within the document are as follows:

- a) **SEYMOUR:** accessible off Langford Road, Trowbridge, Wiltshire. BA14 8NP.
Google Map ref: 51.328648, -2.209879
- b) **GROVE:** accessible off Hawthorn Grove, Trowbridge, Wiltshire. BA14 0JE.
Google Map ref: 51.306133, -2.215470
- c) **STUDLEY:** accessible off Lambrok Road, Trowbridge, Wiltshire. BA14 9HA.
Google Map ref: 51.314844, -2.230107
- d) **LONGFIELD:** accessible off Broadcloth Lane, Trowbridge, Wiltshire. BA14 7DT. Google Map Ref: 51.312906, -2.202254

1.4 Access to the Sites

The contractor will allow for forming a temporary site access if a vehicle access isn't already possible and all reinstatement of this on completion of the works. The contractor shall allow for any temporary ground protection if required for vehicle transport and reinstate any ground damage should any occur.

1.5 Working Space

The contractor's operations are to be confirmed to the minimal area required to carry out the works causing minimum nuisance and inconvenience to others.

1.6 Working Hours

The works should take place during a working week where practical during working hours, due to the specific areas around recreational grounds it should be anticipated that weekends would be busier with more public usage, incl. young persons.

1.7 Pre-Site Inspection

The contractor should visit the site and surrounds as no claim back due to lack of site knowledge which could have been obtained by such a visit will be entertained. All sites are accessible to the public and on land either owned or responsible to the client (Trowbridge Town Council) permission is granted by virtue of tendering for the works.

1.8 Drawings

No Drawings are provided in the scope of works.

1.9 Site Meetings

Formal pre-start, mid-progress and stage completion for each site as a minimum.



1.10. Method Statement

The contractor should provide, at time of tendering a statement describing the proposed arrangement of works and methods for carrying out such works.

1.11 Plant and working equipment.

The contractor shall allow for providing all plant, tools and working equipment required to undertake the works.

1.12 Site Security

The contractor shall provide all temporary and permanent fencing as necessary to secure the working site, any facilities, stores and equipment for the duration of the works. The site should be left secure from public access and the council is indemnified against any claims for loss, damage, theft or the like.

1.13 Utilities for the Works

The Contractor shall allow for providing all necessary artificial lighting, supplying of electric power for mechanical tools and plant and any water (or storage of water) required for the duration of the works.

1.14 Site Maintenance and Neighbouring paths/roadways

The contractor should ensure the immediate pathways and roadways are kept clean and free from any debris which would cause hazard or distress to the neighbouring properties. This maintenance and damage to highways, kerbs or pavements is at the contractors' expense.

1.15 H&S and Welfare of People

The contractor should be aware of their obligation under the Health and Safety at Work Act for the provision of appropriate PPE, welfare facilities for their employees. Particular attention to the further obligations to ensure all working practices follow the current government guidelines as covered by the Coronavirus Act 2020.

1.16 Noise and Pollution

Attention of the contractor is drawn to the provision of Section 60 of the Control of Pollution Act 1974 with references to the control of noise in construction.

1.17 Tender Submission

The Contractor is to provide the following within the proposal:

- a) Detailed Specification for all aspects of the works
- b) General Method Statement for execution of works per site
- c) Programme for the Works
- d) Working Hours (as per 1.6)
- e) Drawings of Court Markings and Fencing details
- f) Maintenance Schedule
- g) Details of any warranties provided



SECTION 2 - SCOPE OF WORKS

2.1 General

Whilst all efforts are made to clarify all the details required in the following scope of works, the contractor is to allow for any design aspect required for the macadam surfacing, line details and fencing lines.

We require new porous macadam surfacing to all 4 of the sites listed in 1.3. All sites except for a) SEYMOUR already have a macadam surface and requires a new course of multi-use asphalt. Site a) SEYMOUR will require sub-base as well as the top surface.

We require rebound fencing to surround all four courts, specific details are listed further on in the document.

We require line markings at each site.

We require upgrading to lighting at one site.

We do not intend to restrict the type of footwear used but would provide signage and information to users to best follow manufactures recommendations on footwear.

The facility should provide minimal maintenance once completed.

The facilities are anticipated to be used on average 2 hours per day.

Dimensions of the courts should be checked by contractors and to notify the council should there be any discrepancies.

2.2 Site Preparation

The contractor shall breakout any existing edge kerbing and and remove from site any existing perimeter fencing, including all posts, gates and post footings.

The contractor should carry out all weed killing operations forming a 1m distance around the outside of the court boundary and remove from site.

2.3 Preparation and renovation of Macadam Surfacing

The contractor will allow for all preparation and remedial works to the existing macadam surface before laying the new surface including the installation of new kerb edging. Its intended that the finished new surface would be approximately 25-30mm above the existing surface.

The contractor should ensure the sub base has any necessary cleaning to remove a;; residual and any sand infill, vegetation, dirt and debris present.

The contractor is to allow for works to ensure there is a stable base provided before laying the finished surface.



Tolerance levels to the flat finished surface should not exceed 8mm over a 3m straightedge. The levels provided should ensure no bumps or hollow ridges are present.

2.3 Macadam Surface

The surfacing should comprise of 6mm open grade surface course, laid hot. Minimum compacted depth to be 25mm. The surface should be uniform and consistent with no ridges or low points.

2.4 Court Markings

The contractor should allow for each court to be marked for 5-a-side football, basketball and netball courts as per the following colours.

- i) **Colour Red** - Five-a-side Football
- ii) **Colour Yellow** – Netball Court
- iii) **Colour Blue** – Basketball (Two Scoring Areas)

Lines should be true and not deviate by more than 5mm over a distance of 3m and not include any sudden steps.

2.5 Roll Weld Mesh Fencing

New roll weld mesh panel fencing system to be installed to all four sites to the height as listed below:

- a) SEYMOUR, 3m high end panels and 1m side panels.
- b) GROVE, 3m high end panels and 1m side panels.
- c) STUDLEY, 3m high end panels and 3m side panels.
- d) LONGFIELD, 3m high end panels and 3m side panels.

Fencing to comprise galvanised core, green plastic-coated ridged mesh panels secured to 80mm x 40mm posts with any fixings being stainless security fixings using a full height clamp bar with gaskets. Twin Wire 8mm diameter horizontal bars and 6mm diameter vertical bars. Posts should be powder coated dark green RAL 6005 or 6009.

Fence posts should be set in concrete (20N strength minimum)

2.6 Access Gates

To minimise damage from vehicles only pedestrian gates required. Maintenance equipment would be of a handheld/small ride on nature. All gates should have a self-closing mechanism and slide latch to allow use of padlocks should these be required to secure the sites, including on the 1m gates.

Gates are to be DDA Compliant at a minimum 1.2m wide, gates should be hot dipped galvanised, and powder coated in Red. Contrasting colour will assist DDA requirements and those with hard of sight.

Gates required by site: (See appendix 1, 2, 3, 4 for screen grab)

- a) SEYMOUR, 1 x pedestrian access gate on the 1m side fencing north of the site, placement TBC by client.



- b) GROVE, 1 x pedestrian access gate on the 1m side fencing north of the site, placement TBC by client.
- c) STUDLEY, 1 x pedestrian access gate on the 3m side fencing south east corner of the site, placement TBC by client.
- d) LONGFIELD, 1 x pedestrian access gate on the 3m side fencing north east corner of the site and 1 x school access gate on the 3m side fencing south west corner, placement TBC by client.

Where the site requires, all gate entrances should have level or ramped access for wheelchair users. The contractor should allow for any works associated with ensuring this access is possible.

2.7 Hedges and Tree works

Where required, the contractor shall allow for any works to cut back hedging and trees should they impede the installation of fencing. No removal of trees with a trunk 10cm and above should be undertaken without discussing with the client.

2.8 Equipment

To supply and install to all end panels dual-purpose basketball/netball hoop and five-a-side goal markings.

2.9 Lighting

Existing lighting is only at site c) STUDLEY. The contractor should allow for replacement LED heads, a light level sensor (to prevent lighting from operating in summer light) and integration of a timer and vandal proof 'push to light' for this site. The timer should allow possible operating hours, the 'push to light' should allow up to 30mins of light before requiring to be pressed again.

The contractor should allow to renovate/paint existing lamp columns and fit anti climbing measures to the same colours as the fencing.

2.10 Drawings and Manuals

The contractor shall provide all relevant construction 'as built drawings and manufacture literature in one digital O&M manual



SECTION 3

TENDER SUM ANALYSIS

3.1 Preliminaries

3.2 Contract Conditions

3.3 Site a) SEYMOUR

3.3.1 Site Preparation £.....

a) Removal of Fencing, gates, kerbing and equipment etc.

b) Preparation and cleaning of existing surface

c) Weed Killing

3.3.2 New Macadam Surface £.....

a) New Kerb Edging

b) New Macadam Surface

c) Court Markings

i) Five-a-side Coloured Red

ii) Basketball (Two Scoring areas) Coloured Blue

iii) Netball Coloured Yellow

3.3.3 New Fencing £.....

a) New Mesh Fencing

b) New Gates

(as per spec in 2.5)

3.3.4 Tree Surgery £.....

3.3.5 Court Equipment £.....

Site Total: £.....



3.4 Site b) GROVE

3.4.1 Site Preparation £.....

- a) Removal of Fencing, gates, kerbing and equipment etc.
- b) Preparation and cleaning of existing surface
- c) Weed Killing

3.4.2 New Macadam Surface £.....

- a) New Kerb Edging
- b) New Macadam Surface
- c) Court Markings
 - i) Five-a-side Coloured Red
 - ii) Basketball (Two Scoring areas) Coloured Blue
 - iii) Netball Coloured Yellow

3.4.3 New Fencing £.....

- a) New Mesh Fencing
- b) New Gates
- (as per spec in 2.5)

3.4.4 Tree Surgery £.....

3.4.5 Court Equipment £.....

Site Total: £.....



3.5 Site c) **STUDLEY**

3.5.1 Site Preparation £.....

- a) Removal of Fencing, gates, kerbing and equipment etc.
- b) Preparation and cleaning of existing surface
- c) Weed Killing

3.5.2 New Macadam Surface £.....

- a) New Kerb Edging
- b) New Macadam Surface
- c) Court Markings
 - i) Five-a-side Coloured Red
 - ii) Basketball (Two Scoring areas) Coloured Blue
 - iii) Netball Coloured Yellow

3.5.3 New Fencing £.....

- a) New Mesh Fencing
- b) New Gates
- (as per spec in 2.5)

3.5.4 Tree Surgery £.....

3.5.5 Court Equipment £.....

3.5.5 Court Lighting £.....

- a) New Lamps
- b) Refurb of posts
- c) Lighting controls

Site Total: £.....



3.6 Site d) LONGFIELD

3.6.1 Site Preparation £.....

- a) Removal of Fencing, gates, kerbing and equipment etc.
- b) Preparation and cleaning of existing surface
- c) Weed Killing

3.6.2 New Macadam Surface £.....

- a) New Kerb Edging
- b) New Macadam Surface
- c) Court Markings
 - i) Five-a-side Coloured Red
 - ii) Basketball (Two Scoring areas) Coloured Blue
 - iii) Netball Coloured Yellow

3.6.3 New Fencing £.....

- a) New Mesh Fencing
- b) New Gates
- (as per spec in 2.5)

3.6.4 Tree Surgery £.....

3.6.5 Court Equipment £.....

Site Total: £.....

Tender Total:



APPENDIX I

a) SEYMOUR - 28m length by 20m width (approx.)





APPENDIX 2

b) GROVE - 30m length by 18.9m width (approx.)





APPENDIX 3

c) STUDLEY – 30.3m length by 18.3m width (approx.)



APPENDIX 4

a) LONGFIELD – 30.1m length by 18.1m width (approx.)





CLOSING DATE:

FRIDAY 15th JANUARY 2021