

INFORMATION AND INSTRUCTIONS TO TENDERERS

1. Middleton Pool and Fitness Centre – Extension to Car Park

- 1.1. Newport Pagnell Town Council has decided to invite tenders for the extension of the car park and widening of the entry road at Middleton Pool and Fitness Centre, Tickford St, Newport Pagnell, Buckinghamshire MK16 9BG.
- 1.2. The Council does not bind itself to accept the lowest or any tender received.
- 1.3. Tenders must be returned to the Town Council Offices, either electronically to the Town Clerk by email at email address townclerk@newport-pagnell.org.uk or by post to The Town Council Offices, 80 High Street, Newport Pagnell MK16 8AQ by noon on 19th October 2015.

2. Nature of the Works

- 2.1. The works comprise: a car park extension at the Middleton Pool and Fitness Centre to create more parking spaces in order to ease the parking congestion for the Centre and widening of the entry access road to address congestion accessing the Middleton Pool and Fitness Centre parking.
- 2.2. The works will include the removal of trees and vegetation, installation of the car park extension, fencing and planting of plants, shrubs and trees, and works associated with widening the entry road.

3. The Basis of the Tender

- 3.1. Tenders are being invited on the basis that:
 - 3.1.1. This is a fixed price tender.
 - 3.1.2. The contract will be awarded to the most economically advantageous tender which will be calculated from the assessment of technical elements and the price elements. The maximum score achievable under the tender is 100 points. The balance between technical and price (see Appendix A) for the purpose of evaluation will be based on 40% for technical and 60% for price. Technical will include a time element, with delivery based on an agreed timetable.
 - 3.1.3. The successful Tenderer must provide all plant, equipment, welfare, suitable site setup, vehicles and necessary man power to carry out the requirements of the contract. All necessary allowances for such plant equipment, welfare, vehicles and man power shall be incorporated in the tendered rates.
 - 3.1.4. Drawings included for this tender are as followed:
 - Clancy Consulting 4/5854_01_01, 4/5854_02_01
 - The Landscape Partnership B15046_101A
 - Proposed Widening of Entrance (2 general layout plans)
 - 3.1.5. Documents to be returned with your tender:
 - Form of Tender

- Pricing Document
- Appendix A
- Programme (see 11.2)
- Method statements for cutting of trees, landscaping, road blockages, and health and safety policy
- Last two years of audited financial statements
- Minimum of 3 references and contact details.

4. Employer and their Team

- 4.1. Employer: Newport Pagnell Council –The Town Clerk is the Town Council’s representative
- 4.2. Employer and Project Manager: CLoSE UK Limited
- 4.3. Civil Engineer: Clancy Consulting
- 4.4. Landscape Consultant: The Landscape Partnership

5. Form of Contract

- 5.1. The appointed contractor will enter into a contract in accordance with details provided in the tender.

6. Contract award

- 6.1. It is the intention of Newport Pagnell Town Council that one contractor will be appointed to the contract. Subcontractors may be used for landscaping, road widening, painting of lines, etc.
- 6.2. The selection and award criteria are set out in these documents.

7. Guarantee to Contract

- 7.1. The Council shall require the parent company to any subsidiary company to guarantee the Contract.

8. Trade Association

- 8.1. Tenderers shall state if they are members of a bona fide Trade Association.

9. Clarification of Contract

- 9.1. Tenderers should seek to clarify any point of doubt or difficulty in understanding and interpreting the Tender Documents with the Council before submitting a Tender. For this purpose contact should be made with the Town Clerk to the Council and the Project Manager.
- 9.2. Any matters of principle, or remaining doubt which Tenderers consider have not been adequately addressed in the Tender Documents or subsequently clarified then these matters should be submitted in writing.

9.3. Issues raised by any Tenderer which are of general interest shall be notified to all Tenderers. All commercial matters, if deemed “confidential” by the Town Council will be dealt with in confidence.

10. Period of Validity

10.1. Tenderers are required to keep their Tenders valid for acceptance for a period of 60 (sixty) days from the date of the Tender.

11. Commencement Date of Programme

11.1. The successful Tenderer will be required to commence the Services by 10th November 2015, or sooner.

11.2. It is a requirement of this tender for the Tenderer to provide a programme for successfully delivering the works. The Employer is looking for an achievable programme with a preference for the duration to be no more than 8 calendar weeks from the commencement date (shorter if possible).

12. Tendering Procedure

12.1. Tenders for the execution of Works must be made on the Tender Form included in the Contract Documents and:

12.1.1. The form must be signed by the Tenderer and submitted with the following all of which must be properly completed:

- Pricing Document (Excel)
- A certificate that the Tenderer is *bona-fide*.
- An outline of the way in which the Tenderer proposes to perform the Contract including management structure and management of ecology issues.
- Name and address of the proposed guarantor if applicable.
- Applicable Method statements:
 - For cutting of trees,
 - landscaping,
 - manner in which road works will be performed,
 - how road blockages will be dealt with
- Health and safety policy
- Last two years of audited financial statements
- Minimum of 3 references and contact details
- Programme of works.

12.2. No Tender will be considered if it reaches the Clerk after the date and time specified.

12.3. Tenderers are advised to visit the site to ascertain all relevant conditions, the means of access and to thoroughly acquaint themselves with the extent and nature of the works. They will have been deemed to have done so in the assessment of the Tenders. No variations will be considered due to the Contractor’s failure to adhere to this requirement.

- 12.4. Tenderers should treat details contained in their Tenders and any subsequent Contract as private and confidential.
- 12.5. The Council will publish the name of the successful Tenderer on its website.
- 12.6. Successful and unsuccessful tenderers will be notified by email on 27th October 2015.

13. Insurance

- 13.1. Tenderers must submit with their Tender details of the insurance(s) which they intend to use to meet their contractual requirements including those for public liability insurance.
- 13.2. Tenderers are required to have in place Third Party / Public Liability insurance in the sum of not less than £5 million for each and every event with the number of events unlimited. Tenderers are required to have in place Employer's Liability insurance in the sum of not less than £5 million for each and every claim.
- 13.3. The successful Tenderer will be required to complete all forms of insurance after acceptance of the Tender by the Council, but prior to the completion of the Form of Agreement.

14. Canvassing

- 14.1. Tenderers will be automatically disqualified should they lobby or canvas for the Contract during the Tender process. Tenderers must disclose whether any Councillors or Officers of the Council have any direct or indirect interest in their Company.

15. Value Added Tax

- 15.1. All prices quoted in the Tender Documents and any accompanying correspondence shall be exclusive of VAT, but a description of VAT treatment for each element of the works undertaken must accompany the tender.

16. Qualification of Tenders and Alternative Offers

- 16.1. Tenders must be submitted strictly in accordance with the contract documents and no qualification of tenders will be considered.
- 16.2. Provided that the Tenderer has submitted an un-qualified tender strictly in accordance with the Contract Documents, then Tenderers may propose alternative offers. Any alternative offer will be evaluated in accordance with the predetermined quality and price criteria.

17. Damage and Reinstatement

- 17.1. The Contractor shall be responsible, at his expense, for the repair and reinstatement of damage or other remedial works arising from any operations under the Contract, where, in the opinion of the Project Manager, there is such a requirement. This shall include damage to trees, plants, furniture, surfaces or structures caused incidentally or directly due to the operation of the works. The tenderer will be bound by the planning condition requiring replacement of trees that have died up to two years after the completion of the contract.

- 17.2. The Contractor shall include in his rates such provisions as he considers necessary for replacement, additional maintenance or remedial work caused by such damage. Such measures shall be implemented to the reasonable satisfaction of the Project Manager.
- 17.3. The Contractor shall be responsible for any loss to the Council arising from damage or injury caused as a result of operations carried out under the Contract.
- 17.4. Within the Contract operations, the Contractor is responsible for ensuring that new and replaced plants, trees or seeds etc., are satisfactorily established and healthy. All planting in accordance with the scheme shall be carried out within five months of commencement of development. Any trees or shrubs removed, dying, severely damaged or diseased within two years of planting shall be replaced in the next planting season with trees or shrubs of such size and species as may be agreed by the Local Planning Authority. The Contractor shall include in his rates for any such measures necessary to comply with this requirement.

18. Manner of Performance

- 18.1. The Contractor shall be expected to be aware of the accepted practices and methods used in undertaking a high standard of horticultural and grounds maintenance work. Where there is any doubt in the interpretation of any method or practice, this should be agreed with the Project Manager in advance of work commencing.
- 18.2. The guidance given in the following documents are to be used in the performance of the Contract, subject to any relevant direction, amendment or revision or as otherwise instructed by the Project Manager.
- The Safe Use of Pesticides for Non-Agricultural Use – Approved Code of Practice *Health & Safety Commission (HSE Books ISBN 0-7176-0542-6)*
 - Pesticides 2000 *MAFF Ref. 500 (Pesticides Safety Directorate & HSE) HMSO*
 - Health and Safety at Work, etc. Act 1974
 - Environmental Protection Act 1990 – Duty of Care
 - Control of Pollution Act 1974
 - The Water Act 1989
 - The Water Act 1991
 - Food and Environment Protection Act 1985
 - BS 3998 Recommendations for Tree Work
 - BS 5837 Trees in relation to Design, Demolition and Construction
- 18.3. Meetings
- 18.3.1. The Contractor shall attend such meetings as the Project Manager may reasonably require for the proper administration of the Contract. Meeting will be held on a weekly basis.
- Review the previous weeks work including discussion of any Default Notices issued in the previous period and
 - Review the forthcoming month's work programme with particular reference to any necessary amendment to the agreed overall Work Programme.
 - Raise any significant issues related to the successful performance of the works.

18.4. Restrictions on Working

18.4.1. The Contract documents set out the general requirements of the Council in respect of the timing or the carrying out of the work under the Contract.

18.4.2. In addition, the Contractor, in submitting his Tender and preparing his rates, must take full account of reasonable interference and disruption of the existing use of the Middleton Pool and Fitness Centre and the existing car park. Furthermore, the contractor must ensure minimal disruption to regular use of the Middleton Pool and Fitness Centre and regular use of the existing road and car park. Furthermore the contractor is required to take all reasonable steps to work compliantly with the leaseholder of the Middleton Pool and Leisure Centre, namely Places for People.

18.5. Traffic Safety and Control

18.5.1. Under the Conditions the Contractor is responsible for the provision of all necessary barriers, traffic control, and safety measures.

18.5.2. The Contractor will include for all such general measures within his rates.

18.5.3. The following measures are the general requirements under the Contract.

- Traffic safety measures and control for roadworks shall conform to Chapter 8 of the Traffic Signs Manual published by HMSO or any amendment thereof for the time being in force and to the requirements of the Project Manager.
- All traffic signs, (including cones and cylinders), shall conform to BS 873 and shall also be in accordance with the Traffic Signs Regulations and General Direction 1981, (and subsequent amendments), and also be in accordance with the relevant chapter of the Traffic Signs Manual (and subsequent amendments.)
- All signs, (including cones and cylinders) shall be reflectorised with approved reflected material complying with the requirements set out in Tables 1 and 2 to Part 6 of BS 873 (1983).
- All cones and cylinders shall comply with the requirements of BS 873 Part 8 1985 and traffic cones shall be category A, designation 1 or 2.
- When cutting or weed killing operations require plant or operatives to encroach onto the carriageway, advance warning signs (diag. 564) and the appropriate supplementary plate shall be placed at each end of the work. The distance between warning signs at any one time shall not exceed 500 metres unless otherwise directed by the Project Manager. Tickford Street is a public road. No encroachment at all on public roads. The road to the Middleton Pool and Fitness Centre is private.
- When single line traffic operation is necessary the Contractor shall provide a width of at least 3 metres, or wider if necessary, at curves and junctions or as otherwise directed by the Project Manager.
- All traffic control for single line operation shall be carried out by the Contractor using manually operated "Stop Go" signs or vehicle actuated portable traffic signals supplied by the Contractor. Such signs shall conform with the requirements of Chapter 8 of the Traffic Signs Manual published by HMSO or any amendment thereof for the time being in force.

- When a lane closure is specified the closure shall be in accordance with chapter 8 of the Traffic Signs Manual.
- The Contractor's employees, whilst on the public highway and on the private road shall wear retro-reflective clothing in accordance with the recommendations of Chapter 8 of the Traffic Signs Manual published by HMSO and BS 6629 or any amendment thereof for the time being in force.
- No work shall be started until the signs, properly illuminated when applicable, cones and other warning devices have been erected.
- The Contractor shall be required to provide all necessary barriers and signs for the proper protection of employees, members of the public and the users of facilities during the execution of the work.

18.5.4. Liquidated damages will be £250 per day.

19. Site Setup / Accommodation

19.1. The Contractor is to include within their pricing of their Preliminaries suitable accommodation and welfare / sanitary facilities. Please also provide suitable accommodation for site meetings, adequately heated and lit, with table and chairs.

19.2. The Contractor is to allow for reinstatement of all disturbed areas to be at least the equivalent condition that existed at the start of the contract.

19.3. Please note that the Middleton Pool and Leisure Centre facilities are not to be used at all.

20. Road Cleaning

20.1. It is the Contractor's responsibility that all roads used in and around the Site during the Works are kept clear of mud etc. on a daily basis. Any and all costs directly associated with the Works and clearing and/or cleaning the roads will be deemed included within the rates and prices supplied at Tender stage.