**RAYDON PARISH COUNCIL**

**Tender Enquiry**

Raydon Parish Council seeks tenders for the following works:-

Package #1 - Surfacing and Minor Works to Car Park

Package #2 - Resurfacing of Church Layby

The scope of works is contained within the attached information files.

Separate prices should be submitted for each package of works. The council may accept either, or both, or neither of the prices.

**Package #1** is being procured on behalf of the Trustees of the King George V Playing Fields,

and comprises removal of surplus material adjacent to the parking area and preparation and surfacing of the whole area.

The contract will be a fixed price lump sum, open for acceptance within three months of submittal. The works will be executed within two months of acceptance and contract.

The works will be procured and executed all in accordance with The Public Contracts Regulations 2015 (“the Regulations”) where valued at £25,000 or more all as described in the The Regulations set by the Public Contracts Directive 2014/24/EU.

Tenders shall be submitted to the Clerk of the Council:-

Jane Cryer

Sunnyside Cottage

Overbury Hall Road

Lower Layham

Suffolk IP7 5NA

**In a sealed plain envelope marked:-**

**Tender for KGF car park surfacing works**

Tenders are to be submitted to arrive no later than **noon on Friday 10th July 2020**. Tenders will be opened by the clerk and with at least one council officer in attendance on or immediately after the prescribed date and will remain sealed until that time.

Invitation to tender shall be subject to standing orders reference 18(c) and subject to the Bribery Act.

The council shall not be obliged to accept the lowest or any tender, quote or estimate.

Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing.

**Package #2** Church layby works is adopted highway and therefore subject to the following Highways requirements for consent to the works:-

1. This consent takes effect when dated, as above, and continues until terminated by the County Council or the Works are completed (whichever is the earlier).

2. Termination of this consent shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the consent which existed at or before the date of termination.

3. This consent only applies to the extent of the Works insofar as such works are undertaken within the highway.

4. The Contractor shall ensure that the County Council’s Network Assurance Team is notified (networkassurance@suffolk.gov.uk) in advance of undertaking the Works, particularly if a temporary road closure is required (for which there is a minimum 3 months’ notice period).

5. All signing and guarding measures must comply with the Safety at Street Works and Road Works: a Code of Practice - October 2013 in conjunction with both the Traffic Signs Regulations and General Directions 2016 and Chapter 8 of the Traffic Signs Manual 2009.

6. In carrying out the Works, the Contractor shall comply with all applicable law, guidance and good practice guidelines.

7. The Contractor’s operatives and supervisors working on the highway should be trained to a suitable level to carry out the Works and to erect the signing and guarding measures required.

8. The Contractor shall ensure that the public are excluded from the working area and a surrounding safety zone whilst the Works are being carried out by means of barriers and signs and /or by obtaining a temporary road closure notice or order.

9. The Contractor shall make good any damage to the highway caused as a result of the Works and, if the Contractor fails to make good to the standard and / or timescales required by the County Council, the County Council reserves the right to make good the damage, the cost of which shall be recoverable against the Contractor.

10. The Contractor will cease the Works immediately upon any dispute arising over the boundary of the highway or encroachment onto private property and any such dispute is to be immediately notified to the County Council. The Works shall not recommence until the County Council states it is satisfied such dispute is resolved.

11. Any dispute regarding damage to private property shall be fully resolved by the local council and the local council’s Contractor at no cost to the County Council and the Contractor shall make made good any damage caused to private property arising from the Works.

12. The Contractor shall not cause a nuisance or a danger to users of the highway or to property of land owners adjacent to the area affected by the Works.

13. Anybody working on the highway must be covered by at least £5 million of public liability insurance. The insurance must cover the activity described in carrying out the Works, specifically on the highway.

14. The Contractor shall indemnify the County Council and the council against any injury or loss caused by the Works or other activity undertaken by the Contractor. The County Council accepts no liability for any damage, loss or claim resulting from the Works.

15. The Contractor (and the council where appropriate) will upon demand by the County Council supply all information reasonably required in connection with carrying out the Works.

16. The Contractor shall adopt safe systems of working in the highway, ensuring that site-specific risk assessments are carried out prior to the Works starting so that full account is taken of the working environment and the impact that such work will have on local residents and road users.

17. Residents and businesses affected by the Works shall be consulted beforehand by either the council and/or the Contractor.

18. Owners of any private vegetation should be consulted by either the council and/or the Contractor before it is cut back to the edge of the highway or from around signs.

**Other requirements**

The contractor shall confirm current insurance policies are in place prior to commencement of the works.

The contractor shall confirm their warranty for workmanship and durability of the works.

Payment for the works will be made on submission of invoice to the Parish Council after satisfactory completion of the works.

The contractor shall be required to undertake the works in a safe and secure manner.

The contractor will be deemed to have made all necessary investigations and inspection in advance of the works. No variations to price will be accepted arising from any discovery during the works.