

Tender Specification for the

Establishment of Rugby Playing Pitches at Penns Farm, Petersfield

**1.0 Preliminaries**

1.1 **Employer**

Petersfield Town Council

The Town Hall

Heath Road

Petersfield

Hampshire

GU31 4EA

1.2 **Contract Administrator**

Projects Manager

Petersfield Town Council

The Town Hall

Heath Road

Petersfield

Hampshire

GU31 4EA

Tel: 01730 264182

Email: projects@petersfield-tc.gov.uk

1.3 **Tenders**

Tenders and accompanying drawings are to be delivered to the Contract Administrator, either by email or in a suitably addressed and identified envelope no later than 5.00 p.m. on 14th November 2022.

1.4 **Description of Work**

This tender is for work to carry out groundworks to enable the establishment of two new rugby playing pitches, adjacent to existing sports pitches, on agricultural land previously used for informal recreation. The area of the land is about 2 hectares.

The land has the benefit of planning permission to enable this work to take place. The work should commence in early Q1 of 2023 in expectation that the pitches will be ready for use in Q3 of 2023.

1.5 **The Works will Include**

1. Site Clearance

2. Construction – remove topsoil, compaction, harrow, sand, seed, fertilise etc.

3. Drainage

4. Maintenance – aeration, overseed, selective weedkiller, fertilise etc.

5. Mobilisation and welfare

6. Extra work – eg irrigation.

The site is located on the edge town of Petersfield at the following address:

Petersfield Football Rugby Club

Penns Farm

Penns Place

Petersfield

Hampshire

GU31 4EP

1.6 **Drawings**

The works are to be executed in accordance with the specification, in section 2, at following location (attached as appendices to this document):

 A - Penns Farm Site Location

B – Site Overview & location of new rugby pitches

1.7 **Inspection of Site**

The contractor must visit the site to assess the nature of work, access, topography etc. and carried out relevant services checks.

 1.8 **General**

The employer is not bound to accept any tender in its entirety and shall accept whole or part of the submitted tender as required.

Contractors tendering do so at their own cost and their tender shall remain open for acceptance for a period of six weeks after the due date for submission.

The contractor should note that after the submission of his/her tender he/she may be required to attend an interview at the employer's office to explain his/her tender proposals including the methods of construction, the construction programme and proposed management of the project.

All materials will be of the best of their respective kinds and shall conform to appropriate British and or European Standards if appropriate.

The contractor will provide a fixed price Tender.

The contractor will produce a proposed method statement covering all the areas of work required.

 1.9 **Working Hours**

No work will be permitted on a Sunday or Bank Holiday and weekday work will commence no earlier than 8.00am and will not continue beyond 6.00pm. Any variation will require written consent from the Contract Administrator.

1.10 **Labour, Materials, Plant etc.**

The contractor will provide all labour, materials, fuel, water, carriage, plant, tools and machinery of all descriptions in order to execute the works.

 1.11 **Retention of delivery notes/orders etc.**

The contractor must keep copies of all delivery notes/orders concerning materials/machinery etc. used in this contract until final completion is reached. These must be made available to the Contract Administrator if requested.

 1.12 **Disposal and Transportation of Waste**

The contractor must ensure that all waste materials produced while these works are being carried out, are transported from site using waste carriers with a current Waste Carriers Licence appropriate for the type of waste being transported. A copy of the Waste Carriers Licence for all carriers being used during the course of these works must be provided to the Contract Administrator prior to the carriers being employed. Wherever possible, waste materials will be taken to appropriate waste recycling centres. Where waste cannot be recycled, it shall be taken to an approved tip. The Contract Administrator will require evidence of which tipping sites are being used, and where required by the Contract Administrator, appropriate copies of Waste Site Licences for the tipping site must be provided.

1.13 **Access to Site**

The contractor needs to bear in mind if access crosses a path that is a public right of way that it needs to be accessible by the public at all times. All access routes will be reinstated to their original condition at or before Practical Completion is achieved. All access routes will be kept in a safe condition during use.

1.14 **Trespass**

The contractor shall restrict access onto other areas by his/her own employees or those employed by a sub-contractor.

1.15 **Protection of Existing Vegetation**

Beyond those specified, the contractor must not prune, cut, remove or damage in any way trees or shrubs on the site. The contractor must provide any protection that he/she deems necessary to prevent the aforementioned damage.

1.16 **Safety, Health and Welfare**

The contractor shall allow for providing and maintaining all welfare and safety measures to a standard not inferior to that laid down in statute regulations, rules and orders and subsequent amendments thereto for all employees working on the site, to include employees of any approved sub-contractors. The contractor's attention is particularly drawn to his/her obligations under the Health and Safety at Work etc Act 1974. The contractor will provide, with his/her tender submission, a copy of his/her Health and Safety Policy covering all aspects of the work to be carried out in this project.

1.17 **Control of Substances Hazardous to Health Regulations 1998**

Assessments carried out by the contractor of all work which is liable to expose his/her employees and any other person in the vicinity of the site to hazardous solids, liquids, dust, fumes, vapours, gases, etc shall be made available to the Contract Administrator ten working days prior to the commencement of works.

1.18 **Risk Assessments**

The contractor will ensure that Risk Assessments are carried out for all activities to be carried out during the course of the works, and for the use, storage and disposal of any hazardous materials highlighted in the CoSHH Assessments, and provide to the contract administrator on request.

1.19 **Damage to Buildings/Roads etc**.

The contractor will be held responsible for and must make good any damage caused to existing buildings, roads, paths, grassed areas, car parks, fences, drains, sewers, service mains, landscaping etc. The contractor must take all necessary steps to prevent roads becoming fouled with soil etc from vehicles entering and leaving the site and allow for cleaning if the roads/paths do become soiled, on immediate exit of the said vehicles.

 1.20 **Existing Services Across Site**

It shall be the responsibility of the contractor to make enquiries of the utility companies in respect of any location where, underground plant is likely to be present. The contractor shall similarly be responsible to make specific arrangements with the utility companies if he/she deem it necessary for a representative to accurately locate services on site. If any underground cable or pipe is located during ground works, that particular item of work is to be stopped immediately and the Contract Administrator advised as soon as possible. If any damage has occurred to the services, the appropriate utility company will be informed immediately by the contractor, who will then follow instructions as given by the utility company. If damage has not occurred, the exposed apparatus shall be recovered until further instructions are received from the Contract Administrator. Exposed services, whether damaged or not, shall at no times be left unattended without first erecting such protection as will ensure the safety of both the apparatus, operatives and general public.

 1.21 **Water and Power**

The contractor will provide any water and electricity required to carry out the works, as well as any temporary plumbing fees.

 1.22 **Protection of Site**

The contractor must ensure that all reasonable efforts are made to close off the work area during the course of the works. The contractor will provide, install and maintain adequate fencing, either around individual areas or to surround the work area. At no time will the public have access to construction areas, storage areas, site vehicles, delivery areas etc. Warning signs will be supplied and maintained by the contractor.

 1.23 **Traffic Regulations**

The contractor will comply with all Police and Local Authority traffic regulations relating to works in the vicinity of the works, particularly in regard to loading/unloading vehicles.

 1.24 **Burning Materials on Site**

No materials will be burned on site.

1.25 **Anti-Collusion Certificate**

The contractor will read and agree to comply with the statement made in the Anti-Collusion certificate shown in Appendix 1. The contractor will sign, date and address this certificate as part of the tender.

 1.26**Retention**

The contractor should note that a retention sum of 10% will be held

to ensure that the specification is fully adhered to and all ‘snagging works’ completed, as detailed within the contract.

1.27 **Confidentiality**

*Each of the Parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it has obtained or received as a result of the discussions leading up to, or the entering into, or performance of, this Agreement (“the Confidential Information”)*

*Each of the parties undertakes to the other not to use the Confidential Information of the other party except for the purposes of this Agreement and shall not (without the prior written consent of the other party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:*

*(i) is required to be disclosed by the law of any relevant jurisdiction.*

*(ii) is trivial or obvious.*

*(iii) is already in the public domain at the time of disclosure.*

(iv) is in the disclosing party’s possession otherwise than as a result of a breach of this clause.

(v) was disclosed after the express prior written approval of the party to whom such information belongs; or,

(vi) is required to be disclosed by the Council for the

purposes of best value or performance assessment

 and in any event subject to the disclosing party having

 notified the other party to this Agreement in writing prior to making such disclosure.

The Contractor shall assist the Council at no additional charge in meeting any reasonable requests for information in relation to the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. The Contractor acknowledges that in responding to requests for information the Council shall be entitled to forward details of the information received to the persons or persons making the request.

Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause shall survive the termination or expiry of this Agreement.

1.28 **Corrupt Gifts**

The Council may cancel this Agreement and recover from the Contractor any loss resulting from such cancellation where:

1. the Contractor has offered or given any gift or other consideration to any person as an inducement to take (or fail to take) any action in relation to obtaining or executing this, or any other, contract with the Council.

1. the Contractor has shown (or failed to show) any favour or disfavour to any person in relation to this Contract.

1. the Contractor or any employee of the Contractor commits any offence under the Bribery Act 2010, or any subsequent amendments to this Act; or,

1. the Contractor or any employee of the Contractor shall have given any fee or reward which is an offence under Section 117 (2) of the Local Government Act 1972.

 **2.0 Specification of Works.**

2.1 Overview - The work is for all ground and arboriculture activities that are required to establish two rugby playing pitches on land, known as ‘Penns Field B’ previously used for agriculture and informal recreation. The area of land is about 2 hectares.

2.2 Special Considerations – Penns Field B is adjacent to existing sports playing fields and a Local Nature Reserve (LNR). The tender must recognise these facilities and state any steps to prevent impacting on the users of these facilities or the protected environment of the LNR.

2.3 Timescale - The works should be schedule to commence in the early part of Q1, 2023 with an expectation that the pitches will be ready for use by Q3 2023. Tenders shall indicate the ability to meet this timescale.

2.4 The table, below, sets out all activities that are to be included in the tender. Additional relevant activities can be included should the applicant so wish.

 For each line of the table the price will be provided along with the total price for each section, 1 to 6.

|  |  |  |
| --- | --- | --- |
| **1** | **General** | **Typical Qty** |
| 1.1 | Mobilisation, haulage, site welfare & management, security | 1 |
| 1.2 | Temporary compound – to be made good inc reseeding  | 1 |
| 1.3 | Engineering and setting out including access and making good | 1 |
| **2** | **Site Clearance** | **Typical Qty** |
| 2.1 | Clear overgrowth, remove hazel stools, cut back chip branches, grub roots. Fail back to hedge boundary. This does not include oak trees. | 1 |
| **3** | **Construction** | **Typical Qty** |
| 3.1 | Cultivate existing topsoil to remove compaction (m2) | 20,000 |
| 3.2 | Carry out Power Harrow |  1 |
| 3.3 | Cultivate / stone bury to bury root matter (m2) | 20,000 |
| 3.4 | Trim topsoil using RTK machine control grader (m2) | 20,000 |
| 3.5 | Stone bury stones over 25mm (m2) | 20,000 |
| 3.6 | Supply and spread Sand over each pitch at rate of 120t /pitch  | 240 |
| 3.7 | Carry out final cultivations (m2) | 20,000 |
| 3.8 | Supply and spread pre-seed fertiliser at 35g/m2 | 20,000 |
| 3.9 | Seed at 50g/m2 in three directions (m2) | 20,000 |
| **4** | **Primary Drainage** | **Typical Qty** |
| 4.1 | Install 160m of 160mm perforated carrier drain (m) | 165 |
| 4.2 | Install 80mm perforated pipe x 500mm deep backfilled with gravel & sand binding layer (4m centres) (m) | 4810 |
| 4.3 | Supply and install 3 inspection chambers | 3 |
| 4.4 | Supply and install pipe connectors & end caps (m2) | 37 |
| 4.5 | Year 2 topping up of drainage lines with rootzone (m) | 4,810 |
| **5** | **Maintenance** | **Typical Qty** |
| 5.1 | 1 Aeration x 2 (m2) | 40,000 |
| 5.2 | Spray broadleaf weedkiller (m2) | 20,000 |
| 5.3 | Supply and apply selective herbicide Greenor Gold to target any weed regrowth. |  1 |
| 5.4 | Overseed with 35g/m2 (m2) | 20,000 |
| 5.5 | Overseed in 3 directions with either disc seeder or dimple seeder. |  1 |
| 5.6 | Supply and apply fertiliser x 3 (m2) | 60,000 |
| 5.7 | Apply fertiliser to site. | 2  |
|   | Supply 8-12-8 pre seed fertiliser to encourage root growth. |  30 |
|   | Supply Easy Green Mini 21-5-10 to boost growth. |  30 |
| 6 | **Extras if required** |  **Typical Qty** |
|   | Irrigation for 1 month (20 days) |  1 |
|  |  |  |

 **3.0** **Submission of Tender**

3.1 The Contractor will ensure his completed tender and any drawings of the proposed works is delivered to the Council no later than 5pm on the 14th November 2022

3.2 The contractor will include a breakdown of items and costs included within the scheme, including preliminaries and per item supply and installation costs. Total to equal the tender value.

 **4.0 Tender Evaluation**

4.1 The successful tender submission will be selected using the following criteria:

Technical Considerations: This criteria will be awarded up to 20% of the marks, evaluated on conformity to European Standards, suitability of materials.

Cost: This criteria will be awarded up to 15% of the marks depending on the scheme’s adherence to the overall project cost.

Conformity with high level specification requirements: This criteria will be awarded up to 25% of the marks depending on the scheme’s conformity to the high level specification.

Innovation – This criteria will be awarded up to 15%

Environmental – This criteria will be awarded up to 25% and should demonstrate the protection of habitat and mitigation of habitat disruption and public enjoyment

Evaluation Point Scoring - points will be issued as follows

**0** **Unacceptable** - No response to the question or the response is highly inaccurate.

**1** **Poor** - Limited response provided, or a response that is inadequate, substantially irrelevant, inaccurate or misleading.

**2** **Below Expectations** - Response only partially addresses the question.

**3** **Satisfactory** - An acceptable response submitted in terms of the level of detail, accuracy and relevance. The response is good but there are either some omissions of important factors or negative indications that reduce the extent to which the project aims will be achieved.

**4** **Good** - A comprehensive response submitted in terms of detail and relevance and clearly meets most of the project aims or requirement with no negative indications or inconsistencies.

**5** **Excellent** - Exceptional demonstration of the relevant ability, understanding, experience, skills, resources & quality measures required to meet the projects aims or requirement. Response highly relevant with comparable contract value.

**Petersfield Town Council**

**TENDER FOR: - Establishment of Rugby Playing Pitches at Penns Farm, Petersfield**

### To: Petersfield Town Council

I/We having read the Conditions of Contract and Specification delivered to me/us and having examined the site, do hereby offer to execute and complete the whole of the works described for the sum of:

## ………………………………………………………...……………(£ )

I/We hereby undertake to commence and complete the works within the time period specified if my/our tender is accepted.

I/We agree that should obvious errors in pricing or arithmetic be discovered before acceptance of this offer in the priced Specification submitted by me/us these errors are to be corrected in accordance with Alternative 1 contained in Section 6.3 of the Code of Procedure for Selective Tendering 1989.

I/We understand that I am/we are tendering at my/our own expense and that neither the lowest or any tender will necessarily be accepted and that Petersfield Town Council reserves the right to call for fresh tenders should they consider this desirable.

Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding contract between us.

I/We agree that this Tender shall remain open for consideration for 12 weeks from the date of receipt of tenders.

Signed ……………………………… this day of ………………….……………20

Name ………………………………in the capacity of ……………………………

For and on behalf of ……………………………………………………………………

Address …………………………… ……………………………………………………

………………………………………………...…………………………………………..

……………………………………………………………………………………………..

**CERTIFICATE OF BONA FIDE TENDER**

**TENDER FOR: - Pond Bank Stabilisation, pond planting, fish nurseries, new board walk and two new islands.**

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do any time before the hour and date specified for the return of this tender, any of the following acts: -

1. Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

1. Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

1. Offering or paying or giving or agreeing to pay or give any sum of money 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 tender or proposed tender for the said work any act or thing of the sort described above.

 In this certificate, the word “person” includes any persons, any body or association, corporate or unincorporate and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Signed (as in Form of Tender) ……………………………… Date …………….

For and on behalf of …………………….…………………………………………

 **Appendix 1 - Anti-Collusion Certificate**

1. We certify that this certificate is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

1. We also certify that we have not, and we undertake that we will not, before the award of any contract for the work:

* 1. (a) communicate to any person (outside this agreement), other than The Secretary of State or a person duly authorised on his behalf, the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

(b) enter into any agreement or arrangement with any person (outside this agreement) that they shall refrain from tendering; that they shall withdraw any tender once offered; or vary the amount of any tender to be submitted.

* 1. pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this agreement) for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the described in (i)(a) or (b) above.

1. We further certify that the principles described in “(i) and (ii) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

1. In this certificate, the words:

* 1. ‘person’ includes any persons and any body or association, corporate or unincorporated;
	2. ‘any agreement or arrangement’ includes any transaction, formal or informal and whether legally binding or not;
	3. ‘the work’ means the work in relation to which this tender is made.

 Signature: …………………………………… Dated: …………………

Duly authorised to sign tenders and acknowledges the contents of the Anti-Collusion Certificate for and behalf of:

Address: ………………………………………………………………………………..