

Sensory Walk Phase 1

New Ramp and Steps

INVITATION TO TENDER

NOTE TO TENDERERS

This Invitation to tender has been split into five parts

PARTS 1 TO 4 should be retained by the Tenderer and used to complete Part 5

PART 5 contains all forms requiring submission BY THE SPECIFIED DATE AND TIME

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PART ONE: INTRODUCTION

1.0 Introduction

Bishop's Hull Parish Council will be the Client for this contract. Further information and client representative will be Richard Holland email: rp_cpt.holland@btinternet.com

1.1 Background to this Contract

The contract for this project will be a 2016 JCT Minor Works contract.

1.2 Scope of Works

The installation of a new ramp and steps behind the existing changing rooms at Bishop's Hull Recreation Ground, Taunton TA1 5LJ

The scope of works for this project is prescribed within the tender documentation. Please refer to the full landscape and sub-consultant documents in part 4 of this Invitation to Tender. Tenderers are to note that the site is within an operational public recreation ground which will remain open for the duration of the works, so necessary signage, fencing and other Health and Safety measures should be provided and carried out around particular areas of work.

1.3 Purpose of the appointment

To appoint a suitable approved and competent contractor to undertake all required works prescribed within this tender documentation and in accordance with the standard 2016 JCT Minor Works build contract.

1.4 Resources

The Employer is Bishop's Hull Parish Council, c/o the Clerk to Bishops Hull Parish Council, Helen McGladdery

Phone: 07518 144614

Email: bishopshullparishclerk@gmail.com

Website: www.bishopshull.org.uk/Parish/

The Parish Council has appointed the following as Contract Administrator:

Swan Paul Partnership Ltd

4 Chartfield House

Castle Street

Taunton

Somerset

TA1 4AS

Telephone contact: 01823 282971

1.5 CDM Coordinator/ Principle Designer

Swan Paul Partnership will be the Principle Designer and act as CDM Coordinator. The CDM information will be coordinated at the start of the construction phase.

If selected as Contractor for the project, you would be asked to liaise with the Principle Designer to create a Pre-construction Health and Safety Plan and Method Statement for carrying out works on site.

1.6 Indicative Programme outline

Works start date – To be agreed. Contractor to state programme date.

Works completion date – To be agreed. Contractor to state programme date

1.7 Budget and Funding

The Parish Council intends to complete the works in their entirety, however some 'value engineering' may take place before project start and as works progress. The Contractor will be kept fully informed of such action and will be invited to negotiate price and specification adjustments by agreement, if necessary.

1.8 Outcomes

To complete the prescribed works within the expected timeframes to an acceptable standard and quality. Any contract variations to be agreed and approved with the client in writing through the Contract Administrator. Unsatisfactory work will be brought to the contractor's attention by the Contract Administrator

1.9 Schedule of Works

The ITT contains a Price Schedule for the works required and is intended as an aide to pricing for the purposes of tendering, tender evaluation and post contract cost evaluation. Tenderers are to note that the items listed are generic by nature and must not be regarded as a full and complete schedule of works required. Tenderers must establish the full extent of the works involved from the drawings, documents and from site inspection(s) made during the tender period.

An additional facility is provided at the end of the schedule to enable Tenderers to add any items of work not currently listed and which they consider worthy of separate or additional identification. Tenderers are free to use the Excel Schedule for their own pricing needs and the columns can be adjusted as required.

Quantity – as measured by the contractor.

Units - eg linear m or sq m.

Rate – The contractors estimated rate for the item.

The total column is set up to calculate quantity x rate.

If Tenderers are in any doubt over any specific item or of any conflict, please raise the query in accordance with the instructions set out in Part 2 of this ITT.

1.10 Insurances

Employer's Liability insurance

A £10,000,000 level of Employer's Liability is required.

Public Liability Insurance

A £5,000,000 level of Public Liability Insurance is required.

1.11 Payments

Payment terms are detailed in Clause 14 of the 2016 JCT Minor Works Contract.

1.12 Invitation

Potential providers are hereby formally invited to submit a Tender by hard copy to arrive with the client no later than noon on Friday the 12th May 2024.

The return address is: Helen McGladdery – c/o 46 Ashley Road Taunton, Somerset, TA1 5BP

1.13 Site Visits

Tenderers wishing to visit the site to prepare their tender can visit the site at any time as it is a public open space.

PART TWO: INSTRUCTIONS TO TENDERERS

2.0 Introduction

These instructions are designed to ensure that all Tenderers are given equal and fair consideration. Please provide all information in the format and order specified.

Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these instructions for completion and submission of Tenders may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the requirements and contractual obligations. These instructions constitute the Conditions of Tender and participation by the Tenderers automatically signals that these are accepted.

The Tenderer shall ensure that where it proposes to use sub-contractors, consortium members and/or advisers each of them shall abide by the Conditions of Tender.

No information contained in this ITT or in any communication made between the Client and any Tenderers in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT.

The Client reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

The Client reserves the right, to change without notice the basis of, or the procedures for, the competitive tendering process, and the right to terminate the process at any time and not award any contract in respect of the Requirements. Under no circumstances shall the Client incur any liability in respect of this ITT or any supporting documentation, including (but not limited to) liability for any wasted costs incurred by any Tenderer as a result of participating in an abortive procurement exercise.

2.1 Confidentiality

All material issued in connection with this ITT shall remain the property of the Client and shall be used only for the purpose of this procurement exercise. All Client issued ITT material shall be either returned to the Client or securely destroyed by the Tenderers (at the Client's option) at the conclusion of the procurement exercise.

2.3 Freedom of Information

The Client is subject to The Freedom of Information Act 2000 ("FoIA"), Data Protection Legislation and The Environmental Information Regulations 2004 ("EIR").

As part of the Client's duties under the FoIA, Data Protection Legislation or EIR, it may be required to disclose information concerning the procurement process, details about individuals or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their ITT is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the FoIA and the EIR, on the Freedom of Information Act 2000 (FOI) Exemption Form.

2.4 Exclusions and Other Caveats

The issue of an ITT is not a commitment by the Client to place an order as a result of the procurement exercise or at a later stage. The Client reserves the right to decide not to award any Contract as a result of this procurement process.

The Client accepts no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Tenderer in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between the Client and any Tenderer arising by virtue of this procurement process.

2.5 Disclaimers

Whilst the information in this ITT and supporting documents / material has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Client, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT;

or

accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

2.6 Acceptance

The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Client and the Client confirming in writing such acceptance to the Tenderer, the Tenderer will within 14 days of being called upon to do so by the Client execute a formal agreement with the Client in the form of the Conditions of Contract and incorporating relevant parts of the Tenderer's winning Tender or (if required by the Client) in such amended form as may subsequently be agreed.

The Client shall be under no obligation to accept the lowest or any Tender.

2.7 Amendments to ITT Documents

At any time prior to the Deadline for the receipt of Tenders, the Client may modify the ITT (including supporting documents such as the Conditions of Contract) by amendment. Any such amendment will be numbered and dated and issued by the Client to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Client may, at its discretion, extend the deadline for receipt of Tenders.

2.8 Modification and Withdrawal

Tenderers may modify their Tender prior to the Deadline by giving notice to the Client in writing or via electronic submission to the designated Client contact. No Tender may be modified subsequent to the Deadline for receipt. The modification notice must state clearly how the Client should apply the modification.

Tenderers may withdraw their Tender at any time prior to the Deadline by giving notice to the Client in writing or via electronic submission to the designated Client contact.

2.9 Tender Validity

The Tender should remain open for acceptance for a period of 8 weeks from the Deadline for the return of tenders. The Contractor is to ensure that the tender price is valid up to the agreed start date and that the tendered items will be completed and invoiced for the figures stated.

PART THREE: EVALUATION OF THE ITT

3.1 Introduction

A process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

3.2 Evaluation Process

In connection with the evaluation of Tenders, the Client may at its discretion take any one or more of the following steps:-

- Structure the evaluation process such that ITT Responses are first checked for completeness and compliance with this ITT. In these circumstances, where the Client considers that a Tender should be rejected for non-compliance with this ITT, the Client shall not have any obligation to consider any other parts of the relevant ITT Response.
- Carry out such activities as the Client considers appropriate to clarify and/or verify aspects of the ITT Response, including (but without limitation) by requiring the Tenderer to answer any clarification questions raised by the Client and/or to attend one or more clarification meetings with the Client.

3.3 Award

Subject to the above, the Client will notify the successful and unsuccessful Tenderer(s) of the award of the Contract in writing in accordance with this ITT.

3.4 Errors and Examination

- Where examination of a Tender reveals errors which would affect the Tender figure, the Tenderer shall be given the details of all errors and the option of confirming or of amending the tender.
- The employer shall have full discretion to accept the tender or consider alternative tender in such circumstances

3.5 Pre-contract meeting

Following the evaluation of the written proposals and Price Schedule, the preferred Tenderer (ranked first after written evaluation) will be invited to a pre-contract meeting to provide clarification on any points within their bid. The Client intends to issue an intention to award letter to the preferred contractor and advise unsuccessful bidders of the outcome of the process, subject to the pre-contract meeting and subsequent contract agreement.

PART FOUR: THE TENDER DOCUMENTS

4.1 The Associated Drawings and Appendices

Tender documents have been prepared by the following consultant specialists:

Landscape Architecture: Swan Paul Partnership Ltd, Chartered Landscape Architects, 01823 282971

Engineering: Philip Derben, Chartered Structural Engineer, tel 07554 431888

An online folder of all Tender Documents has been provided on Drop Box at:

<https://www.dropbox.com/sh/bi2lifmgind7ah/AAA9fLevUB7m1iNrOBL3Gc08a?dl=0>

PART 5: THE TENDER

5.1 Introduction

Tenderers must submit a price based upon the sections in the Works Schedule so that individual elements can be considered for omission or adjustment in negotiation with the winning tenderer. One overall price will not be suitable for this purpose and may make the tender invalid.

- Tenderers should note that VAT should be included in the tender price.
- Your pricing must include and allow for everything that you will be or might be required to do under the Contract Documentation, whether labour, materials, services location, specialist work, plant, tenderer's or third party's charges or whatever.
- Prices must be quoted in pounds sterling and either whole new pence or to not more than two decimal places.

5.2 Tender Return

We have read the conditions of contract and documents which you have made available.

We do hereby undertake to execute the various works required to be done in accordance with the Tender Documents for the fixed price sum of: (in words)

(£) incl VAT

This offer will remain open for acceptance for **8** weeks from the date of this Tender.

We are willing to enter into a Contract to complete the whole of the works within the time stated which will include all matters noted in the documents and that can reasonably be assessed.

We can start the works on..... .

We can carry out the works within weeks of the start date.

In submitting this tender, we understand that the Employer does not bind himself to accept the lowest or any tender nor to remunerate any expenses in tendering.

Signed.....
..... (Please state capacity)

On behalf of (name and address of
company).....

Dated.....

Witness.....

Signature of
witness.....

**Please complete and return the Price Schedule (Noted as XL document ‘Tender Cost
Schedule’ in the Drop Box folder) with your tender.**