

**HENLEY-ON-THAMES TOWN COUNCIL**



**INVITATION TO TENDER  
ADVENTURE GOLF COURSE  
DECEMBER 2020**

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## **INVITATION TO TENDER**

### **ADVENTURE GOLF COURSE AT MILL MEADOWS, HENLEY-ON-THAMES, RG9 1BE**

#### **SECTION 1 - SUMMARY**

##### **1.1 Introduction**

- 1.1.1 You are invited to submit a quote for the design and installation of an adventure golf course, including entrance gates, a kiosk, and associated landscaping on a former c.42m x 28m putting green at Mill Meadows. You are invited to submit quotes for both 9-hole and 18-hole options, space permitting.

##### **1.2 Background information**

- 1.2.1 Mill Meadows is Henley-on-Thames flagship park, situated on the banks of the River Thames. It is home to an extensive park and meadow; the River & Rowing Museum; two playgrounds; a café; moorings; a pavilion; and various other facilities.
- 1.2.2 Until recently, the area in question was used as a putting green, and the Council is now looking to develop the area to maximise its value to the community, increase revenue from the park, and complement the other park facilities.

##### **1.3 Scope of work**

- 1.3.1 The work will consist of:
- Detailed designs for the course, including drawings and specifications.
  - Obtaining all necessary permissions, licences and approvals to undertake the work.
  - Installing either a 9-hole or 18-hole golf course.
  - Erecting a kiosk and signage.
  - Associated landscaping to dress the course.
  - Any ongoing recommended contractor maintenance and inspection costs.

##### **1.4 Anticipated value**

- 1.4.1 The anticipated value of the contract (based on an 18-hole course), to include all design costs, manufacture, supply and delivery, installation, associated site works, reinstatement, preliminaries, contingencies and profit, is £100,000 to £250,000.

## SECTION 2 – TENDER PROCESS

### 2.1 General requirements

- 2.1.1 Quotations must be submitted in accordance with the following instructions and conditions. Any bidders that do not comply with these instructions or conditions may have their quote rejected.

### 2.2 Timetable

- 2.2.1 The procurement process is intended to follow the timetable below:

1	Invitation to tender issued	Wednesday 9 <sup>th</sup> December 2020
2	Clarifications submitted by	Monday 4 <sup>th</sup> January 2021
3	Final clarifications circulated	Friday 8 <sup>th</sup> January 2021
4	<b>Deadline for responses</b>	<b>Friday 15<sup>th</sup> January 2021</b>
5	Evaluation	18 <sup>th</sup> January to 5 <sup>th</sup> February 2021
6	Contract award recommendation to Full Council	Wednesday 10 <sup>th</sup> February 2021
7	Final award by Full Council	Tuesday 16 <sup>th</sup> February 2021
8	Ten day voluntary standstill	17 <sup>th</sup> to 26 <sup>th</sup> February 2021
9	Final award and Initial project meeting	Monday 1 <sup>st</sup> March 2021
10	Target Contract start	Monday 8 <sup>th</sup> March 2021
11	Technical design phase	8 <sup>th</sup> March to 2 <sup>nd</sup> April 2021
12	Design evaluation	5 <sup>th</sup> to 16 <sup>th</sup> April 2021
13	Final scheme and cost approval	Tuesday 27 <sup>th</sup> April 2021
14	Build start date	October 2021
16	Practical completion date	January 2022

- 2.2.2 Please note that the Council reserves the right to amend steps 5 onwards of the timetable, and they are provided for indicative purposes only. The Council also reserves the right to not award the contract or amend the specifications and conditions.
- 2.2.3 Following submission of written quotations, bidders may be asked to attend one or more interviews or make a presentation to the evaluation panel. This will help to clarify any points arising from the responses. Actual dates for presentation will be agreed with bidders in due course and will be held virtually via Zoom.
- 2.2.4 Throughout the evaluation process, the Council reserves the right to seek clarifications from bidders, where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in an quotation submitted then that quotation may, regardless of its other merits, be excluded from further consideration.

## **2.3 Submission of quotation**

### **2.3.1 The deadline for receipt of quotations is detailed above.**

### **2.3.2 Submissions of the tender response form, price schedule and supporting documents must be made by post to the following address, marked clearly 'DO NOT OPEN UNTIL 15/01/21':**

Private and Confidential  
Sheridan Jacklin-Edward  
Henley-on-Thames Town Council  
Market Place  
Henley-on-Thames  
RG9 2AQ

### **2.3.3 Submissions will not be opened until after the closing date for submissions, and will be done in accordance with the Council's Financial Regulations (available at: [www.henleytowncouncil.gov.uk](http://www.henleytowncouncil.gov.uk)).**

### **2.3.4 Any queries relating to your tender should be sent to [clerk@henleytowncouncil.gov.uk](mailto:clerk@henleytowncouncil.gov.uk) by the date specified above.**

### **2.3.5 All questions and responses which are considered by the Council to be of a substantive nature will be distributed to all potential bidders prior to the quotation return date.**

### **2.3.6 The Council does not bind itself to accept the lowest or any quotation.**

### **2.3.7 Ensure that any other information that has been requested to support your tender has been included. Failure to return all documents requested may be deemed as a non-compliant tender.**

### **2.3.8 Your tender must remain open for acceptance for a minimum of 60 days.**

### **2.3.9 The successful bidder must not undertake any work without written notification that they have been awarded the contract.**

## **2.4 Tender Evaluation Criteria**

### **2.4.1 Suitability Assessment Questions**

#### **2.4.1.1 A number of suitability assessment questions within the *tender response form* will need to be answered satisfactorily in order for your quotation to be considered:**

**Section 2 – Grounds for mandatory and discretionary exclusion**

**Section 3, Part 1 – Technical and professional ability**

**Section 3, Part 2 – Quality assurance / data security**

**Section 3, Part 3 – Insurance**

**Section 3, Part 4 – Compliance with equality legislation**

**Section 3, Part 5 – Environmental Management**

**Section 3, Part 6 – Health and Safety**

2.4.1.2 Quotations meeting the above criteria will be further assessed using the evaluation criteria as detailed in 2.4.2 below (quotations which do not meet the above criteria will fail and not be assessed further).

## Award Criteria

### 2.4.1.3 Price / Quality Rating

Criteria	Percentage of total mark
Price	20%
Quality	80%

### Price Evaluation – 20 points

2.4.1.4 A score out of 20 points will be awarded for the ‘price’ element of the evaluation.

2.4.1.5 The maximum price score is given to the lowest submitted price. Other price scores will be calculated as a percentage of the maximum score based on their price in relation to the lowest price. The lowest cost is allocated the maximum 20 points with the other quotations marked pro-rata less reflecting their higher prices.

### Quality Evaluation – 80 Points

2.4.1.6 A score out of 80 points will be awarded for the ‘quality’ element of the evaluation.

2.4.1.7 Bidders will be scored on their responses to the proposed working method questions in section 5 – Proposed Working Method in relation to the requirements of the specification.

2.4.1.8 Each working method statement will be scored using the following scale of awarding marks between 0 and 4:

### 2.4.1.9 Scoring Scale (B)

Score	Description
<b>0</b>	<b>Completely unsatisfactory/unacceptable response</b> <b>No response</b> to the question or <b>serious deficiencies</b> in meeting required standards
<b>1</b>	<b>Poor response</b> Response partially compliant with some <b>shortfalls</b> in meeting the required standards.
<b>2</b>	<b>Acceptable response</b> Response is compliant and meets the <b>basic contract standards</b> . Only minor concerns.
<b>3</b>	<b>Good response</b> Response is fully-compliant and clearly indicates a full understanding of the contract and the ability to <b>consistently deliver</b> all the required contract standards.
<b>4</b>	<b>Excellent response</b> The response is fully compliant and clearly indicates a full understanding of the contract and the ability to <b>exceed</b> the required standards of the contract.

2.4.1.10 If a quotation scores '0' against one or more method statements, this will give grounds for excluding the quotation from any further consideration. For any quotations so excluded, the relevant price will also be excluded from the evaluation.

2.4.1.11 Each method statement question also carries an 'importance weighting' (between 1 and 3) which reflects its significance to the evaluation (see table four below).

#### 2.4.1.12 Weighting Importance (A)

Interpretation	Weighting
High Importance	3
Medium Importance	2
Lower Importance	1

2.4.1.13 The weighting (A) will be multiplied by the score out of 4 (B) to arrive at a total weighted score (C). Please see the worked example of the quality evaluation matrix below in table five.

2.4.1.14 As a further safeguard to ensure the quality of bidders, should any bidder score less than a total weighted score of 30 for the overall 'quality' element of the evaluation, then the right is reserved to exclude their submission from further consideration, regardless of its price score.

#### 2.4.1.15 Table Five: Quality Criteria

Question no.	Proposed working method question	Weighting (A)	Quality Score Awarded (B)	Weighted Marks (C) (AxB =C)
4.1	Design	3	4	12
4.2	Implementation / delivering the contract	3	4	12
4.3	Quality of materials	2	4	8
4.4	Ongoing maintenance	2	4	8
4.5	Resource / staff	2	4	8
4.6	Managing public safety and access	2	4	8
4.7	Communication	1	4	4
4.8	Assumptions	n/a	n/a	n/a
<b>Maximum Total Weighted Marks Available</b>				<b>60</b>



2.4.1.16 As the pre-determined price/quality split is 20/80 the highest total weighted quality score is allocated the maximum 80 points with the other quotations given a pro-rata score reflecting the difference.

## **2.4.2 Winning Quote**

2.4.2.1 The winning quotation is the one which scores the most points overall.

## **2.5 Freedom of information**

2.5.1 Information in relation to this quotation may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

2.5.2 Bidders should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Bidders must provide justifications why they consider the information to be confidential or commercially sensitive and for how long.

2.5.3 Bidders acknowledge that neither an assertion nor the provision of justifications pursuant to the above clause constitutes a guarantee that the information will not be disclosed by the Council, pursuant to a valid request made under the Act.

## SECTION 3 - SPECIFICATION

### 3.1 Design requirements

- A British Minigolf Association standard 9 or 18-hole adventure golf course.
- For an 18-hole course, this should be two 9-hole courses played separately or together.
- In keeping with the picturesque location.
- A high-quality visitor experience complementing the other facilities.
- Featuring twelve bespoke Henley landmark feature 'props' (Town Hall, Friar Park, Henley Bridge, St Mary's Church, Temple Island, Chantry House, Marsh Lock, George Harrison symbol (e.g. guitar), Rupert's Elm, Kenton Theatre, a rowing scull, and Pinsent and Redgrave) including signage, QR codes or other ways to interact with local history.
- Including a secure kiosk of timber construction and with electric power, to house one operative as well as having space to store putters and balls, and a small area for tourist material and staff welfare.
- CCTV covering the entirety of the site.
- A ball-capture mechanism at the last hole to prevent repeat playing.
- The course must be a mix of pars and suitable difficulty to appeal to all age groups.
- The course must be fully-accessible and Equality Act-compliant.
- The design must take into consideration the future operation to ensure low levels of ongoing maintenance.
- The course should be an entirely bespoke, innovative design.
- It should take into account the flow of people to reduce potential bottlenecks.
- It should allow for a range of obstacles with humps, bumps, depressions and other profiling to improve the game play experience.
- It should allow for the integration of materials such as timber, rocks and planting to dress the course.
- It should include all necessary signage including, a welcome sign, pricing, course plan board, and information boards.
- It should be made clear whether the design necessitates the removal of the tree currently on the site.

### **3.2 Construction requirements**

- A site survey should be undertaken prior to work commencing to ensure the suitability of the ground and identify any services.
- The current hedge perimeter of the site must be maintained save for any changes to entrances / exits.
- All surplus materials must be removed from site.
- The installation of the kiosk must include the provision of any necessary services.
- Materials to be in keeping with the setting whilst being robust, durable and vandal-resistant.
- Materials should be locally-sourced where practicable.
- Paths shall be constructed of permeable and hard-wearing bound materials suitable for areas of high footfall, but should not be tarmac.
- There should be adequate site drainage, and all materials should be suitable for a site within a floodplain / high water table.
- Exact details, materials, quantities and measurements will be agreed with the appointed contractor following production of detailed designs.
- Care should be taken to avoid trip hazards and similar risks on the final course.
- Any control systems or electrics should be secured housed.
- Where any reinstatement of grass areas is required, this must be done to the specifications of the Council.

### **3.3 Contractor requirements**

- To provide details designs of the course, including materials and construction methods.
- To work within any regulations set out by Henley-on-Thames Town Council as landowners.
- To ensure site security and insurance until practical completion has been achieved.
- To be responsible for all plant and materials being stored on site.
- A construction phase health and safety plan including method statements and risk assessments for the work.
- A finalised programme of works.

- To inform the Council of any potential unknown or unforeseen costs or delays not included within the quote.
- To attend all necessary site visits with Council representatives.
- To meet all requirements under the CDM 2015 regulations.
- To provide a minimum five-year guarantee for the works.
- The form of contract will be the JCT Design and Build Contract DB 2016.

## **SECTION 4 – HEALTH & SAFETY**

### **4.1 Introduction**

- 4.1.1 This pre-construction information is to provide information to tendering contractors on the health and safety matters they need to take into consideration during the construction of the adventure golf course.
- 4.1.2 The site for the work is located within a very busy park, close to two children's playgrounds, and adherence to strict health and safety procedures is therefore crucial.

### **4.2 F10 Notification**

- 4.2.1 It is not anticipated that the project will be notifiable.

### **4.3 Communication between parties**

- 4.3.1 The contractor will be required to nominate a single point of contact, usually the site manager, who will liaise with the contract administrator and Council on a daily basis.
- 4.3.2 The contractor will be responsible for coordinating all health and safety and its workers welfare for the duration of the works. They should inform the Council as soon as practicable of any accident or incidents reportable under the RIDDOR 2013 requirements. The contractor will be required to demonstrate the means by which they ensure the information is disseminated to their operatives. Full details should be included within the contractor's construction phase plan.
- 4.3.3 The contractor must carry out regular safety inspections, and copies of safety inspection reports must be made available to the contract administrator or Council on request.

### **4.4 Site security**

- 4.4.1 During the period when the site is released into the management and control of the appointed contractor, it will be under their direct and total control with regards to safety, security, site access and construction operations.
- 4.4.2 This will extend to any areas used for the storage of plant, equipment and materials and any areas used temporarily e.g. for off-loading of vehicles.
- 4.4.3 All works will be to external areas and therefore the contractor shall ensure there are robust security procedures in place, e.g. heras fencing or similar.
- 4.4.4 Areas of access must never be left unattended when not secured.

- 4.4.5 The contractor must demonstrate in their construction phase plan the means by which they will ensure that all areas where work is being carried are separated from areas remaining available to the general public.
- 4.4.6 The contractor must ensure that all operatives and visitors ensure with a signing in and out procedure, and that all visitors are accompanied on site, and are provided with any necessary PPE.
- 4.4.7 The site shall be left in a safe condition outside working hours with all plant immobilised and equipment left secure.
- 4.5 **Welfare provision**
  - 4.5.1 The contractor will have use of facilities located in the adjacent pavilion, including toilet, changing, rest and food / drink preparation areas. There is also a nearby café as well as being close to town centre amenities.
  - 4.5.2 However, it will remain the responsibility of the contractor to ensure that all workers have access to facilities as required under the CDM Regulations s.2.
  - 4.5.3 The contractor shall be responsible for ensuring all workers are provided with the necessary PPE.
- 4.6 **Site transport arrangements**
  - 4.6.1 The site is accessed via Meadow Road in Henley is open 24/7.
  - 4.6.2 It is possible to access the site with vehicles via a reserved parking space to the west of the pavilion, and a pedestrian tarmac path.
  - 4.6.3 Where vehicular access is needed, these details should be confirmed with the contract administrator with as much notice as possible to ensure it remains free and safe to do so.
  - 4.6.4 The contractor will be required to provide all such signage necessary to warn the public of work being carried out and potential vehicle movements.
  - 4.6.5 The contractor will also be responsible for enforcing a 5mph speed limit, using hazard warning lights, and having a trained banksman available as necessary.
  - 4.6.6 Access routes must be kept clear at all times for emergency vehicles.
  - 4.6.7 A reasonable number of contractors vehicles may park for free in the main car park during the construction works. The contractor will be issued with parking permits, which must be displayed at all times when parked in the car park.

4.6.8 The contractor shall visit site to assess access restrictions such, but not limited to the width of existing access road and paths and overhanging tree branches on access road.

4.6.9 The contractor shall be responsible for clearing any mud or debris from site, including those from deliveries, and making good any areas damaged by delivery vehicles.

#### **4.7 Fire precautions**

4.7.1 The contractor shall provide a fire risk assessment and safety management plan in accordance with CDM Regulations.

4.7.2 The contractor will be required within the construction phase plan to establish emergency procedures (fire alarm, muster points, etc) and supply their own fire extinguishers.

4.7.3 Where possible, any skips used should be positioned at least six metres from surrounding structures and/ or temporary buildings.

#### **4.8 Emergency procedures**

4.8.1 The Contractor shall provide full written details within the Construction Phase Health and Safety Plan immediate actions to be taken in case of an emergency on site.

#### **4.9 'No-go' areas or other authorisation requirements**

4.9.1 All areas not forming part of the site (including site compound) are out of bounds to the contractor and their sub-contractors for the purposes of undertaking work, unless given express permission by the contract administrator. Use of any areas away from the main site (e.g. for the storage of materials or plant) must be with the permission of the contract administrator.

4.9.2 Workers are welcome to make use of any of the public facilities in the park, but will be expected to show a high level of conduct at all times.

#### **4.10 Smoking restrictions**

4.10.1 The contractor is responsible for designating a suitable area for smoking within the site compound, and any smoking must be done away from the view of young persons / children.

## **SECTION 5 – GENERAL CONDITIONS**

### **5.1 Permitted hours of working**

- 5.1.1 Mondays to Fridays – 8.00am to 5.00pm.  
Saturdays – no works unless by previous agreement with the Client.  
Sundays and bank holidays – no works unless by previous agreement with the Client.
- 5.1.2 All works shall be carried out in such a manner as to cause as little inconvenience as possible to adjoining residents.
- 5.1.3 The contractor shall be responsible for informing nearby residents of any works which may result in excess noise, dust, or other potential nuisance.

### **5.2 Location of existing services**

- 5.2.1 The Council is unaware of any services (including underground) on site. However, the contractor is responsible for verifying that this is the case.

### **5.3 Protection of existing features**

- 5.3.1 The Contractor shall prevent damage to the existing trees, buildings, fences, gates, walls, culverts, water courses and any other features, on or around the site. The Contractor shall ensure that there is no run-off into the nearby brook course.
- 5.3.2 The Contractor shall repair and make good at his own expense and to the satisfaction of the Contract Administrator, any existing features, which are damaged or removed without prior consent, with approved replacements.
- 5.3.3 Where work is to be carried out adjacent to established areas of planting or grass, the Contractor must take all responsible precautions to protect these areas. Existing trees shall be protected in accordance with requirements as set out in supporting document - Tree Protection.
- 5.3.4 Materials should not be stacked within the root spread of trees. Minimum wear and tear to existing grass areas shall be observed
- 5.3.5 Any damage caused to grass is to be rectified by seeding the affected area as described in the attached Specification, at the Contractor's own expense.
- 5.3.6 Any damage caused to existing trees, shrubs or other plants will be rectified by replacing them with the same species and they will be planted as described in this specification at the Contractor's own expense.



#### **5.4 Extension of time**

- 5.4.1 When a notice of any delay is likely in the progress of the works, the contractor shall give written notice to the contract administrator. No extension of time shall be given to the contract without written approval of the contract administrator.
- 5.4.2 The contractor shall not have or make any claim against the Council in respect of loss or inconvenience occasioned in consequence of the delay on the part of any merchant in the supply or delivery of any materials, and he shall make allowance in his bid to cover the contingency.

#### **5.5 Measurement / payment**

- 5.5.1 No payment will be made for extra work unless authorised on written instruction or variation order issued by the contract administrator. The contractor shall give reasonable notice to the Contract Administrator for work which is required to be measured and agreed.
- 5.5.2 The quoted price shall be made in regular payments as agreed at the pre-start meeting. During the course of the Works a 5% retention sum will be held at each interim payment. On satisfactory completion (Practical Completion) of the works 97.5% of the contract price shall be paid over.
- 5.5.3 The remaining 2.5% of the price shall be released upon the satisfactory completion of the Defects Liability Period. A final certificate and payment will then be issued.

#### **5.6 Approvals of samples and works**

- 5.6.1 Samples of materials shall be submitted for approval by contract administrator if requested.
- 5.6.2 All works shall be to the approval of the contract administrator. Only works of the highest standard will be approved and, where stated, approval must be given before proceeding with further operations.

#### **5.7 Setting out**

- 5.7.1 The contractor shall be responsible for the accurate setting out to true line and level the whole of the work and to provide at his own expense all instruments and equipment necessary.
- 5.7.2 The contractor shall be responsible for all errors made in setting out the works or defects of workmanship, whether executed by his workmen or staff, or by workmen or staff of any sub-contractor, such errors or defects shall be remedied to the satisfaction of the contract administrator by and at the cost of the contractor.

## **5.8 Protection of works and materials**

- 5.8.1 The Contractor shall adequately protect all types of work and all parts of work, including work carried out by others, at all times throughout the contract.
- 5.8.2 Any damage caused by operations of work shall be repaired at the Contractors own expense. Prior to Completion, any damage caused by acts of vandalism shall be repaired by the Contractor at his own expense.
- 5.8.3 Prior to Completion, any materials or equipment, which go missing as a result of theft, will be replaced by the Contractor at his own expense.

## **5.9 Preliminary investigations**

- 5.9.1 The Contractor shall visit the site and make themselves conversant with the nature and extent of the works described, and include in their bid, for any item not specifically mentioned in detail. They shall be deemed to have visited the site before bidding. No payment will be considered for any works not specified, but the necessity for which could have been foreseen by them inspecting the site before bidding.

## **5.10 Services**

- 5.10.1 Any work carried out to or which affects new or existing services must be in accordance with the bye laws, regulations or special requirements of the relevant statutory body or service provider. These requirements are to be established by the contractor from the relevant body.
- 5.10.2 All known services information will be supplied at time of bid. It is the responsibility of the Contractor to check services information directly from service providers and to establish the actual positions of those services on site, and to test if the supply is active or redundant. When any works are about to be carried out under, over or adjacent to any service main, pipe, cable and so on, it is recommended that the Contractor arranges for the attendance of the service provider in advance. The Contractor is to take all reasonable measures required by service providers for protection of their apparatus during the course of the works and afford facilities for accredited agents of such bodies to obtain access to apparatus situated in or under sites as may be necessary for laying, inspecting, repairing, maintaining, removing and so on. The Contractor is to be responsible for any charges incurred in respect of the making good of all damage and disturbance of the services as a result of carrying out this Contract.

## **5.11 Pricing the works schedule**

- 5.11.1 The contractor is reminded to price every item in their proposed works schedule. Unit rates and price must be quoted in pounds and decimal fractions of a pound and the products of multiplying the rate by the quantity should be expressed in pounds and whole new pence to 2 decimal places.

- 5.11.2 Schedules should be priced exclusive of VAT, which should be calculated on the appropriate total cost of the works and shown as a separate item on the summary.
- 5.11.3 The quoted figure will be considered as a fixed price and no variations in rates or prices will be allowed for fluctuations in market conditions before or during the period of the contract.

## APPENDIX 1 – LOCATION PLAN AND PHOTO





