



## **SOUTH WOODHAM FERRERS TOWN COUNCIL**

# **TENDER FOR IMPROVEMENTS TO RIVERSIDE FOOTPATH**

TENDER CLOSING DATE: 24/06/2016

South Woodham Ferrers Town Council  
Champions Manor Hall Community Centre  
Hullbridge Road  
South Woodham Ferrers  
Essex CM3 5LJ

Tel 01245 321817  
Email: [philip@southwoodhamferrerstc.gov.uk](mailto:philip@southwoodhamferrerstc.gov.uk)

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Projection = OSGB36

xmin = 567600

ymin = 191000

xmax = 589100

ymax = 201900

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# Proposed Riverside Footpath Improvements

## 1. Extent of works

To provide an improved all weather surface on footpaths 35 and 51 from Inchbonnie Road to the sea wall close to the Country Park Car Park or parts thereof.



## Section 2

### HOW TO TENDER

#### General

The Council invites tenders for the provision of an improved all weather surface on footpaths 35 and 51 from Inchbonnie Road to the sea wall close to the Country Park Car Park or parts thereof.

It should be noted from the specification and description of works that the path is split into three sections A, B and C.

Three prices are required –

- i. Section A alone
- ii. Section A + section B
- iii. All three sections A+B+C

#### Evaluation

1. The Council will evaluate tenders by considering the following principal factors:
  - Compliance with tender documentation
  - Tender submission prices
  - References
  - Programme for completion of the works
2. The Council does not bind itself to accept any tender but every effort will be made to reach a decision on the award of contract by 21/09/2016
  - Tenders should therefore remain open for acceptance until that date.

#### Canvassing

3. Any Tenderer who canvasses any Member or Officer of the Town Council, whether directly or indirectly, relating to the award of this contract will be disqualified.
4. If the Tenderer:
  - Fixes or adjusts the amount of the tender by arrangement with any other person; or
  - Communicates to any person other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
  - Agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or
  - Offers or pays any sum of money to any person to induce such a person to accept the tender then the Tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

## How to complete the Tender

5. (a) The Tender must be calculated with careful reference to the contents of the Contract.
- (b) Tenderers must also submit with their Tender:-  
Documentary evidence to indicate that the Tenderer carries the insurance required under the contract conditions.  
Details of two trade referees. The Council will contact all referees as part of the tender evaluation process.
- (c) Rates and Prices
  - All rates and prices should be quoted exclusive of VAT.
  - All travelling time and expenses should be included in the tender rates and prices.
  - No additional payment will be made in respect of any changes in the cost to the contractor of labour, materials and plant employed in carrying out the work.
  - The price shall include for the supply of all plant labour and materials and the disposal to licensed tips of redundant materials.
  - Evidence will be required for any material removed from site that the conveyancer is a registered Waste Carrier.
  - **The tenderer is submit with the tender a schedule of hourly rates for plant and labour and a percentage on-cost for materials to be applied to any work that may be required outside the scope of the works described in the documents.**

## Compliance with Tender Documents

6. Tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly tenders must not be accompanied by statements making the tender qualified in any way.

## General

7. Any enquiries relating to the contract documents should be addressed to Mr P Wicks, Environment and Leisure officer, South Woodham Ferrers Town Council, Champions Manor Hall Community Centre, Hullbridge Road, South Woodham Ferrers, Essex CM3 5LJ, tel 01245 321817 email: [philip@southwoodhamferrerstc.gov.uk](mailto:philip@southwoodhamferrerstc.gov.uk)

## How and Where to Return the Tender

8. Tenderers must complete and sign the form of Tender; where a Tenderer is an individual the tender must be signed by that individual, where the Tenderer is a partnership the tender must be signed by two authorised partners and where a Tenderer is a company two Directors or a Director and the Secretary should sign. Where the Tenderer is a local authority the responsible officer/s should sign. All signatories must be authorised to sign on the Tenderer's behalf.

9. Tenders must be returned in an envelope to Mr P Wicks, South Woodham Ferrers Town Council, Champions Manor Hall Community Centre, Hullbridge Road, South Woodham Ferrers, Essex CM3 5LJ on or before mid-day on 24/06/2016
10. The tender envelope and it's franking must not bear any indication of the Tenderer's identity and the envelope must only be marked  
**"TENDER FOR FOOTPATH IMPROVEMENTS"**

## **Section 3**

### **General requirements and Specification**

#### **General Requirements**

- a. Tenderers are expected to visit the site and ensure that their price includes for everything required to complete the works.
- b. Tenderers are to satisfy themselves that the dimensions referred to in the description of works are sufficient – the work will not be 're-measured'.
- c. Access to the site is limited and Tenderers are required to submit with their tender a method statement of how they propose to complete the work. The method statement shall include how work will be carried out and how the following points will be addressed - protection of public, protection of surrounding fauna and flora and prevention of spillage/leaks of fuel onto land and into the river.
- d. Works will be required in at least 2 locations on section C of the path to restore the height and levels of the footpath where earlier settlement and erosion is evident. Excavated material from other locations of the work can be used for this provided it is suitable and can be compacted adequately. If no suitable material is found the contractor will be required to import suitable fill material which is acceptable to Natural England and the Environment Agency.

#### **Specification**

The finished path width is to be 1.3m where possible.

1. Existing path route to be excavated to a depth of 150mm, all arising's to be carted off site to licensed tip, and areas in (d) above to be filled, compacted and regraded.
2. Resulting to be compacted with roller to achieve stiff firm surface
3. Any soft spots found to be excavated down to sound material, cart off site to Tip and replace with Crushed Granite Type 1 Fill.
4. Lay suitable approved Geotextile material, e.g. Terram, over path area.
5. Lay and compact in two layers 125mm Crushed Granite Type 1 Fill.
6. Finish path surface with 25mm compacted crushed granite fines 4mm to dust.
7. Leave site in clean and tidy condition.
8. The slope of the Path in section C from the riverside path up to Inchbonnie Road must be compliant with current DDA regulations.

Photographs of the existing site.



Start of Section A



First part Section A



Section A



Section B



Section B



End of Section B



Section C Areas to be regraded



Section C Area from  
Riverside path up to  
Inchbonnie Road.

## **SECTION 4**

### **CONTRACT CONDITIONS**

#### **1. TERM**

The works shall be carried out in one continuous visit. **The tenderer shall submit, with his tender, his own programme for completion of the works.**

#### **2. SERVICE PROVISION**

The Contractor shall provide the finished works to Contract Standards referred to in the Specification and to the Council's satisfaction.

#### **3. PAYMENT**

3.1 The Council agrees to pay the Contractor for the Service at the rates and prices referred to in the tender.

3.2 The Contractor shall submit invoices to the Council in a form acceptable to the Council at monthly intervals. The invoice will show the total amount due for the previous one month based on the proportion of the work completed as agreed with the council officers. The Council will pay undisputed invoices immediately following the receipt of the invoice.

#### **4. EMPLOYEES**

4.1 The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the works are carried out to the Contract Standard at all times including periods of absence through staff holiday, illness or otherwise. The Contractor must make provision for the work to be done by an appropriately trained and experienced replacements during periods of absence through holiday, illness or otherwise.

4.2 If the Council has grounds for concern about the actions, behaviour or record of any person involved in the execution of the works, the Council will make representations to the Contractor who will use it's best endeavours to comply with any recommendation made by the Council regarding the provision of the Service by that person.

#### **5. ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not assign or sub-contract the contract or any part of it.

#### **6. INDEMNITY AND INSURANCE**

6.1 The Contractor agrees to indemnify the Council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor's failure to provide the Service to the Contract Standard except where attributable to the Council's own negligence or that of its servants or agents.

6.2 The Contractor shall maintain adequate insurance to cover the potential liability in 6.1 which shall be for the minimum sum of £10 million in respect of any one occurrence.

6.3 The Contractor shall also take out and maintain in force with a reputable insurance company all appropriate insurance policies against loss and damages arising from the fault or negligence of the Contractor in the provision of the Service.

6.4 The Contractor shall produce a certificate of insurance certifying that the insurance referred to in this condition is in force and the Contractor shall not cancel or alter such insurance without first giving to the Council one month's prior notice in writing.

#### **7. STATUTORY REQUIREMENTS**

The Contractor shall comply with all relevant legislation relating to the provision of the Service.

The Council will require the Contractor to provide a copy of its Health and Safety policy prior to any work taking place and at any time during the Contract Term

## **8. EQUIPMENT**

The Contractor shall ensure that all equipment relating to the provision of the Service is kept in safe working order and that all people using it are fully trained in its operation.

## **9. DISPUTE RESOLUTION**

If a dispute or difference has arisen between the Council and the Contractor relating to this Agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause will not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

## **10. BREACH OF CONTRACT**

If the Contractor:-

- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
- (b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
- (c) becomes bankrupt; or
- (d) has a receiving order made against it; or
- (e) presents its petition in bankruptcy; or
- (f) is subject to a winding up order; or
- (g) has a receiver appointed; or
- (h) is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise);

then the Council will terminate the Contract immediately and will seek to recover all losses resulting from such termination.

## **11. GENERAL**

11.1 The Council may require the scope of the works to be varied at any time upon such terms as may be agreed with the Contractor and, where appropriate, the variation will include provision for adjustment of the Contract Charges. Such variation may apply to additional or reduced work or different categories of work.

11.2 All variations shall be recorded in writing and attached to this Agreement.

11.3 This Agreement is governed by English law.

11.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

11.5 The Contractor shall not be liable for any default in the provision of the Service caused by any relevant factor beyond the Contractor's control (e.g. Act of God, strikes, Act of Government, Force Majeure, etc).

11.6 Any notice to be served on the Contractor or the Council shall be sent by recorded delivery to their respective addresses referred to in the Agreement.

11.7 The Contractor shall make good at his own expense any damage caused by the Contractor and, or his employees to the grassed or other areas or to roads and footpaths, fencing, gates and seats.

11.8 This Agreement represents the complete agreement between the Town Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the Service.

11.9 The Contractor will be expected to comply with the Town Council's Standard Conditions for Contractors attached to this document.

## SECTION 5

### THE TENDER – RIVERSIDE FOOTPATH IMPROVEMENTS

**NB:**

- You should only complete the Tender after you have read and fully understood all the contract documents.
- Once a tender has been awarded no allowance can be made for any errors, omissions or mis-judgements in tendering.
- If you have any doubt at all on how to complete the tender, please contact the Town Clerk on 01245 321817.

Total Costs for the **3 Sections**  
(based on the provision of service as defined in the  
Contract Specification and Agreement)

Section A

.....

Section A+B

.....

Section A+B+C

.....

Company Name and

Address:

--

Contact Name:

--

Contact telephone No.

--

Contact email address

--

Company registration No. (if applicable)

VAT Registration number


Signed:

\_\_\_\_\_ / \_\_\_\_\_

Name(s) if different to above

\_\_\_\_\_ / \_\_\_\_\_

Date:

\_\_\_\_\_

**References**

Please provide details (names, addresses, telephone numbers and contact name) of two or more organisations for whom you provide a similar service to the service required by the specification

Company Name

Address

Contact name

Tel' No.

Company Name

Address

Contact name

Tel' No.



## **SOUTH WOODHAM FERRERS TOWN COUNCIL**

### **South Woodham Ferrers Town Council – Standard Conditions for Contractors**

1. South Woodham Ferrers Town Council expects all contractors to adhere to certain standards. It is appreciated that many contractors will have procedures already in place that may cover or exceed the following requirements but by accepting the Council's order the contractor agrees to comply with the points listed below.
2. Before the works commence the contractor must provide for the Town Council the following –
  - Their Health and Safety policy
  - Complete Risk Assessments for the work
  - Method Statements for undertaking the work
  - Proof of your public liability insurance cover in the sum of £10 million
  - Details of two previous customers from whom a reference may be sought.
3. The commencement date of the work and its duration should be confirmed with the Environment and Leisure Officer or Town Clerk at the earliest opportunity. Please note that it will not be acceptable for any employees to arrive on site at the start of the contract to carry out the work without prior notification.
4. At the start of the contract the contractor should not enter the site without prior agreement with the Town Council and working times will be agreed once the start date has been confirmed.
5. Whilst on site the Contractor shall comply strictly with all the applicable statutory enactments and regulations in regard to health and safety. In particular the Contractor shall be solely responsible for (a) the suitability and safety of any equipment, tools or machinery used and shall not use any equipment, tools or machinery which may be unsuitable, unsafe or likely to cause damage; (b) for ensuring that all employees who work on the Council's site are provided with the necessary protective clothing and equipment.
6. Any damage caused by the Contractor to the property of the South Woodham Ferrers Town Council or the adjacent land owned by Chelmsford City Council or Essex County Council will be paid for in full, if necessary by deduction from the final account for the works.
7. The site shall be left in a clean and tidy condition to the satisfaction of the Council. All rubbish resulting from the work of the contractor shall be removed unless alternative arrangements are previously agreed with the Town Council and or Chelmsford Borough Council .
8. Subject to satisfactory completion of the works, payment will be made as soon as practically possible normally within 30 days of receipt of your invoice and 5% of the final invoice will be withheld for a 12 month maintenance period / warranty.

**Form of Tender**

**Riverside Improvements  
South Woodham Ferrers Town Council**

1. I/We having read the Terms and Conditions, specifications and drawings do hereby attach my prices for carrying out the work as itemised and in accordance with those documents. Prices are exclusive of V.A.T.
2. I understand that tenderers are assumed to have acquainted themselves with the sites and the conditions thereof.
3. I understand that the Town Council does not guarantee to award all or any of the work, nor that the lowest price will necessarily be accepted.
4. I confirm that my submission of this tender confirms my acceptance of all or part of the works if offered by the Town Council.
5. I confirm that I have not offered any gifts inducements or rewards in connection with this contract in anyway.
6. I confirm that I have not colluded with any other parties in the drawing up and submission of this tender, nor communicated any of the amounts therein to any other body, and will not until after the contract is let.

Signed.....

Name (printed).....

For and on behalf of.....  
Name of company

Address, also registered office of company if different

.....

.....

.....

Date.....

## South Woodham Ferrers Town Council

## Riverside Improvements

Schedule of hourly Labour and Plant rates to be applied in the event that the council requires and agrees to work being carried out in addition to the Contract work.

[illegible][illegible]