



Invitation to Tender for Victory Recreational Grounds - Skate Park Redevelopment Pack B - Response Document

Leiston-cum-Sizewell Town Council welcomes you to the ***Tender Pack B - Response Document*** for the Victory Recreational Grounds - Skate Park Redevelopment Project. Before completing this document please be sure to have read ***Pack A - Instructions and Information*** carefully and clarified anything about which you are unsure.

Basic Details of your Organisation	
Name of the organisation in whose name the tender would be submitted:	
Contact name for enquiries about this bid:	
Contact position (<i>Job Title</i>):	
Address: Post Code:	
Telephone number:	
Email address:	
Website address (<i>if any</i>):	
Company Registration number (<i>if this applies</i>):	
Charities or Housing Association or other Registration number (<i>if this applies</i>). Please specify registering body:	
Date of Registration:	
Registered address if different from the above (<i>including post code</i>):	
VAT Registration number:	
Is your organisation: (Please indicate one)	i) a public limited company? Yes / No
	ii) a limited company? Yes / No

	iii) a partnership	Yes / No
	iv) a sole trader	Yes / No
	v) other (please specify)	Yes / No
Name of (ultimate) parent company (if this applies):		
Companies House Registration number of parent company (if this applies):		

Exclusion

You will be excluded from this procurement process if you meet any of the grounds for exclusion contained in Pack B, Part A.

If the Council finds conflicting or false information has been provided in a Tenderer's submission the Council reserves the right to reject the bid at any stage.

Discretionary Exclusion Criteria

Bona fide (Genuine / in good faith) Tender

Any Tender submitted must be bona fide and without canvassing or soliciting any member or employee of Leiston-cum-Sizewell Town Council or fixing the rates with another supplier. By submitting a Tender, you are agreeing this is a Bona fide Tender.

Do you have any reason or basis to consider that your tender is not a Bona fide Tender

Yes / No

You should also declare if anyone in your company has a family or close friend who works for the Council or is a member of the Council. You must advise their role and if they have any connections to this Tender. The Council will undertake its legal obligation to mitigate and manage any conflict of interest to enable your tender to proceed.

Do you have family or close friends who either work for the Council, or are Members of the Council?
If **Yes**, please detail their names and roles below and how you would manage that conflict of interest.

Yes / No

Part A (Suitability Assessment Questions)

The 'Suitability Assessment' questions are to ensure bidders meet requirements or minimum standards of suitability, capability, legal status or financial standing to perform the contract to be awarded.

Bidders must pass Part A in order to be considered for award.

A 'Pass' will be achieved providing the bidder has successfully demonstrated the requirements and minimum standards for each question and provided evidence if requested.

1. Financial Information

To establish your financial capability to deliver the work in this tender please:

- Complete the following table
- Confirm an audited statement of accounts for the past 12 months is available on Companies House or provide alternative means of demonstrating financial information status if not available e.g., annual accounts, balance sheet or similar.
- If audited accounts are more than 6 months old additional financial information for the company is advised to provide a more up to date position.

Failure to provide any financial information will result in your tender being rejected.

Financial Contact Name:	
Contact Position:	
Contact Telephone Number:	
Contact Email:	
I confirm that a minimum of two years' accounts is available on Companies House website.	
YES / NO	
OR	
I confirm I have attached the required financial information as requested above.	
YES / NO	

2. Professional and Technical Ability

Please provide details from two recent contracts (within the last 3 years) that your organisation has undertaken which are relevant to Leiston-cum-Sizewell Town Council's requirements. Details should include the following:

- Organisation's name & contact details, including email, for a Reference.
- Details of the contract, explaining why the contract is relevant to Leiston-cum-Sizewell Town Council's requirements, when and where the contract was performed, and whether the outcomes were successfully achieved.
- Please also confirm the contract value.

Reference One

Organisation's Name:	
Contact Details: <i>(Including email address)</i>	
Details of Contract:	
Contract Value:	

Reference Two

Organisation's Name:	
Contact Details: <i>(Including email address)</i>	
Details of Contract:	
Contract Value:	

3. Insurance

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

- Employer's (Compulsory) Liability Insurance = £5,000,000.00
- Public Liability Insurance = £10,000,000.00
- Professional Indemnity Insurance = £5,000,000.00

Please note: It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. This requirement is not applicable to Sole Traders.

Response

Part B (Award Criteria)

The 'Award criteria' is to determine the 'Most Economically Advantageous Tender' (MEAT) for the award of the contract.

There are 7 questions in total, please be sure you have answered all of these.

1. Method Statement

Please confirm you can achieve our specification?

If not, what part can you not meet?

Provide detailed information on your proposed method for meeting the criteria for all services/work identified in the specification (e.g. Consultation, Design etc...) including provisional items and any work that will be sub-contracted (including list of the sub-contractors). Include, timetable of delivery and installation, health and safety procedures, site safety, warranties, accreditations and future maintenance of equipment.

Weighing Score = 50

Word Limit = 1,000

2. Resources

Detail the resources and your technical ability (inclusive of sub-contractors) to carry out the service.

Provide information on:

- The workforce to be employed for performance
- The service and level of experience
- The level of resources to be used e.g. time

Weighing Score = 10

Word Limit = 500

3. Monitoring

Please provide information on monitoring of the contract and how you will ensure required outcomes are met.

Weighing Score = 10

Word Limit = 500

4. Communication

Provide information on how you will effectively communicate with the Skate Park Working Party (the Council) and your procedure for responding to a complaint. Please include names, position and contact details.

Weighing Score = 10

Word Limit = 500

5. Design Consultation

The Contractor will be required to run a minimum of two design consultations with the Skate Park Working Party (The Council). Provide details as to how design consultations with the Skate Park Working Party will be conducted?

Weighing Score = 20

Word Limit = 500

6. Risk

Identify any risks involved and how you suggest these could be managed effectively (include roles and responsibilities).

Weighing Score = 5

Word Limit = 500

7. Noise

Demonstrate that the extension to the existing skate park will not increase the noise impact on the surrounding area/residents.

Weighing Score = 10

Word Limit = 500

8. Environmental Impact

Demonstrate how your company is aligned with Leiston-cum-Sizewell Town Council's target to become the first NetZero Town in the UK. (<https://www.netzeroleiston.info/>)

Weighing Score = 10

Word Limit = 500

Preamble to the Pricing Schedule

Please see 'Pricing Table' on page 10 and complete accordingly.

This preamble forms part of the Pricing Schedule. The Supplier where applicable should visit the area to satisfy themselves as to the local conditions, the full extent and character of the operation, parking and general traffic level conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally, as no claims on the grounds of lack of knowledge will be entertained.

- (a) The Supplier is to read the preambles in conjunction with the Pricing Schedules and all other Contract documents.
- (b) The Supplier is notified that all quantities given are approximate and given for guidance purposes only. No claim from the Supplier will be entertained by the Council for any mistakes in the information given.
- (c) The Supplier shall price all items. Prices should exclude VAT.
- (d) The rates to be inserted in the Pricing Schedule for works are to be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs, together with an element of profit. No additions to these rates will be allowed other than in accordance with the method of review detailed in the Conditions of Contract.
- (e) The prices and/or rates stated in this Price Schedule constitute the only reimbursement and profit to the company for providing the Services. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the Supplier in providing the Works, Supplies or Services.

- (f) All administration costs including overheads, printing, posting, copyright etc. are included within the prices tendered below.
- (g) The actual price to be paid will be a product of the rates detailed in this document. All work shall be authorised in advance in writing by the Council's authorised officer.
- (h) All sums payable by or to the Council or the Supplier are exclusive of Value Added Tax ("VAT"). Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sum.

Pricing Schedule

The Council will accept an additional clear breakdown of costs instead of the below table.

Description Please use a line for each item as identified in the specification <i>(Specify all stages of the project where a cost will be incurred eg: consultation, design, surveys, planning approval, supply and install, site safety etc)</i>	Cost per Item £	Total Price £
	EXAMPLE £200.00 PER DAY X 5	£1000.00
Total Sum of Skate Park		£

Mandatory Declaration

I confirm that I have read and understood the requirements of this Tender Invitation.

Tender Completed By *(an authorised employee of your company)*

Company:			
Name:			
Position (Job Title):			
Address:			
Telephone number:		Email Address:	

Signature:		Date:	
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Special Terms

The Council reserves the right (but shall not be obliged) to seek clarification of any unclear or ambiguous aspect of a supplier's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Suppliers are asked to respond to such requests promptly. For the avoidance of any doubt, the Council will not provide opportunity to submit revised bids or improved submissions.

Confidentiality and Freedom of Information

This invitation To Tender (ITT) is made available on condition that its contents (*including the fact that the Supplier has received this ITT*) is kept confidential by the Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulations 2004 ("EIR") in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Council shall treat all Suppliers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA or the EIR.

While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done.

Suppliers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

Suppliers Conduct and Conflicts of Interest

Any attempt by Suppliers or their advisors to influence the contract award process in any way may result in the Supplier being disqualified. Specifically, Suppliers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Supplier or Tender.

Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier and its advisors, and the Council and its advisors. Any Supplier who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

Council's Rights

The Council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Supplier's submission.
- Disqualify any Supplier that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Supplier that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Bid costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Supplier in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

Council's Values

The Council expects its suppliers to deliver works, services or goods with due regard to environmental protection, health and safety and equalities legislation and Council's contract reflects these values.

Branding

Leiston-cum-Sizewell Town Council branding should where possible be incorporated on all publicity materials and letters to the public produced on our behalf by contractors, after approval. This branding should be the Town Council's 'Leiston-cum-Sizewell Town Council' logo.

Please contact the Assets Officer at assets@leistontowncouncil.gov.uk or call on 01728 830388 to obtain the logo or further information.