

# **Invitation to Tender**

*for the supply of*

# **Grounds Maintenance Machinery**

**To**

**Ringwood Town Council**

**Closing Date for Tenders: 11<sup>th</sup> October 2019**

## Contents

1. INTRODUCTION .....	3
2. PROCUREMENT PROCESS AND EVALUATION OF TENDERS.....	4
3. CONDITIONS OF TENDER.....	8
4. INSTRUCTIONS TO TENDERERS .....	9
5. FORM OF TENDER .....	10

**The following sections are to be completed by the tenderer**

6. TENDERING CERTIFICATE .....	11
7. MACHINE REQUIREMENT AND PRICE SCHEDULE .....	12
8. RESPONSE TO METHOD STATEMENTS.....	14
9. FREEDOM OF INFORMATION EXCLUSION SCHEDULE .....	15

## *INTRODUCTION*

### **Basis of the Contract**

The purpose of this document is to invite you to submit a tender in a competitive procurement exercise to meet the requirements of Ringwood Town Council.

Henceforth in this document, reference to "The Customer" means Ringwood Town Council.

### **Scope of the Contract**

The Customer is looking to replace a Massey Ferguson MF 2430 ST tractor (with cab) bought new and used for playing field and other grounds maintenance operations. The registration mark is HX56 RZP and the hours recorded are 06758.1 (correct on 15 August 2019).

The machine offered must be broadly comparable with that being replaced. In particular it must fit inside the current storage shed (max. dimensions: H-2.90m, W-2.30m L-4.25m). It must also be capable of carrying and deploying all the attachments currently used, the heaviest being a Wiedenmann XP Terra Spike Aerator.

The estimated total value of the contract is £33,300, noting that this figure is considered broadly accurate and represents an anticipated, not *guaranteed* value of business.

### **Delivery Address**

All items are to be delivered to the below address unless an alternative address is specified by The Customer when placing their order.

Carvers Recreation Ground, Southampton Road, Ringwood BH24 1JD

# 1. PROCUREMENT PROCESS AND EVALUATION OF TENDERS

---

This document is issued as part of a competitive procurement exercise which is being conducted as an open tender in accordance with the Public Contracts Regulation 2015. The tender process is open to all suppliers.

## Procurement timescale

The competitive procurement process is being conducted in accordance with the following indicative timescale:

- Invitation to tender document issued ..... 3<sup>rd</sup> September 2019
- Closing date for receipt of tender document.. **11<sup>th</sup> October 2019**
- Supplier identified and appointed ..... 18<sup>th</sup> October 2019
- Order(s) placed ..... 25<sup>th</sup> October 2019

## Evaluation of tenders

All tenders received will be evaluated by officers of The Customer. There will be a number of stages to the evaluation process, as follows:

The criteria and weightings against which tenders will be assessed are:

- a) Price..... **60%**
- b) Non-Price ..... **40%**
  - i. Method statements ..... (15%)
  - ii. Lead time and warranty..... (15)%
  - iii. Servicing ..... (10%)

In the event that evaluating officers, acting reasonably, consider that a tender is fundamentally unacceptable on any issue, then regardless of the tender's other merits or its overall score, and regardless of the weighting scheme, that bid may be rejected.

## PRICE (60%)

Tenderers' price scores will be calculated based upon the lowest price submitted by tenderers.

The tenderer with the lowest price will be awarded the full score of 60%, with the remaining tenderers gaining pro-rated scores in relation to how much higher their prices are when compared to the lowest price.

The Customer requires the supplier to take its current vehicle in part-exchange and for this to be reflected in the price.

**Table A – Price evaluation model**

<b>Price</b>	<b>(price - lowest price) / lowest price = % above lowest price</b>	<b>100% - % above lowest price</b>	<b>Maximum points x (100% - % above lowest price)</b>	<b>Final Score</b>
<b>£100</b>	$(£100 - £100) / £100 = \mathbf{0.00\%}$	$100\% - 0.00\% = \mathbf{100.00\%}$	$60 \times (100\% - 0.00\%) = \mathbf{60.00}$	<b>60.00</b>
<b>£125</b>	$(£125 - £100) / £100 = \mathbf{25.00\%}$	$100\% - 25.00\% = \mathbf{75.00\%}$	$60 \times (100\% - 25.00\%) = \mathbf{45.00}$	<b>45.00</b>
<b>£150</b>	$(£150 - £100) / £100 = \mathbf{50.00\%}$	$100\% - 50.00\% = \mathbf{50.00\%}$	$60 \times (100\% - 50.00\%) = \mathbf{30.00}$	<b>30.00</b>
<b>£175</b>	$(£175 - £100) / £100 = \mathbf{75.00\%}$	$100\% - 75.00\% = \mathbf{25.00\%}$	$60 \times (100\% - 75.00\%) = \mathbf{15.00}$	<b>15.00</b>
<b>£200</b>	$(£200 - £100) / £100 = \mathbf{100.00\%}$	$100\% - 100.00\% = \mathbf{0.00\%}$	$60 \times (100\% - 100.00\%) = \mathbf{0.00}$	<b>0.00</b>

**NON-PRICE (40%)****Method Statements (12%)**

Tenderers are asked to respond to a number of method statements (Section 7), which are intended to explain how they will meet specific requirements. There are 3 method statements in total.

Each method statement will be scored on a scale of 0 to 3 points, in accordance with the following scheme:

<b>0</b>	In the context of the specific question concerned, the response raises major concerns about understanding or approach which are potentially highly detrimental to satisfactory service delivery or contract performance.
<b>1</b>	In the context of the specific question concerned, the response suggests significant shortcomings of understanding or approach which may impact on service delivery or contract performance.
<b>2</b>	In the context of the specific question concerned, the response suggests minor shortcomings of understanding or approach which may impact to a short extent on service delivery or contract performance.
<b>3</b>	In the context of the specific question concerned, the response raises no concerns about understanding or approach to service delivery or contract performance.

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

**Table B – Method Statement evaluation model**

<b>Non-Price Method Statement Evaluation</b>			
<b>Q No</b>	<b>Question</b>	<b>Maximum Evaluator Score</b>	<b>Maximum Score available</b>
MS1	Instruction and training	3	3
MS2	Technical Support	3	3
MS3	Emergency Breakdown	3	3
<b>Maximum Score Available</b>			9
<b>Total Method Statement Score out of 12</b> (Evaluator score/Max Score Available * 12)			12

**Lead Time & Warranty (15%)**

Tenderers are asked to specify their lead time from when an order is placed and the warranty period for the machine specified. The supplier offering the shortest lead time will be awarded the full score of 15%, with the remaining tenderers gaining pro-rated scores in relation to how much longer their lead time are when compared to the shortest lead time. Where a range is given the median point of the range will be used for the evaluation.

**Table C – Lead Time Evaluation Model**

<b>Lead Time (in number of days)</b>	<b>(lead time – shortest lead time) / shortest lead time = % above shortest lead time</b>	<b>100% - % above shortest lead time</b>	<b>Maximum points x (100% - % above shortest lead time)</b>	<b>Final Score</b>
<b>90</b>	$(90 - 90) / 90 =$ <b>0.00%</b>	$100\% - 0.00\% =$ <b>100.00%</b>	$15 \times (100\% - 0.00\%) =$ <b>15.00</b>	<b>15.00</b>
<b>100</b>	$(100 - 90) / 90 =$ <b>11.11%</b>	$100\% - 11.11\% =$ <b>88.89%</b>	$15 \times (100\% - 11.11\%) =$ <b>13.33</b>	<b>13.33</b>
<b>120</b>	$(120 - 90) / 90 =$ <b>33.33%</b>	$100\% - 33.33\% =$ <b>66.67%</b>	$15 \times (100\% - 33.33\%) =$ <b>10.00</b>	<b>10.00</b>
<b>150</b>	$(150 - 90) / 90 =$ <b>66.67%</b>	$100\% - 66.67\% =$ <b>33.33%</b>	$15 \times (100\% - 66.67\%) =$ <b>5.00</b>	<b>5.00</b>
<b>180</b>	$(180 - 90) / 90 =$ <b>100.00%</b>	$100\% - 100.00\% =$ <b>0.00%</b>	$15 \times (100\% - 100.00\%) =$ <b>0.00</b>	<b>0.00</b>

A similar methodology will be used to evaluate the warranty in terms of length, scope and lack of exclusions with the best being awarded the full score of 10% and the remaining tenderers gaining pro-rated scores in relation to the same factors.

### **Servicing (3%)**

The Tenderer is asked to specify the manufacturer's recommended service interval for the vehicle offered once it is in service and the terms (if any) on which the tenderer will undertake that servicing.

The supplier offering the longest service interval will be awarded the full score of 3%, with the remaining tenderers gaining pro-rated scores in relation to how much shorter their servicing interval is when compared to the longest.

### **QUESTIONS**

All requests for clarification and questions regarding this ITT should be submitted as soon as possible in writing by e-mail to:

**Name:** Christopher Wilkins (Town Clerk)  
**Tel:** 01425 484720  
**E-mail:** chris.wilkins@ringwood.gov.uk  
**Address:** Ringwood Town Council, Ringwood  
Gateway, The Furlong, Ringwood BH24 1AT

All questions will be recorded and forwarded to the appropriate person for a response.

A copy of all questions and answers will be maintained and distributed periodically to all recipients of this ITT.

If the tenderer expresses that the question is confidential and the customer believes it is then the response to questions of a sensitive or confidential nature will be sent only to the Tenderer raising the question.

The customer will endeavour to circulate a complete list of answers to all questions submitted by (up to and including) 1<sup>st</sup> October 2019.

Queries received after this date may not be answered.

### **ACCEPTANCE OF TENDER**

The Supplier whose tender submission received the highest overall score as per the above evaluation will be awarded as The Customer's supplier for the machinery specified under this exercise.

Upon conclusion of all the above stages, a formal order will be placed with the successful Tenderer.

The Customer does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

You will be advised of the outcome in writing whether you have been successful or not.

## **2. CONDITIONS OF TENDER**

---

In submitting a proposal in response to this Invitation to Tender, tenderers do so on the conditions specified or referred to herein and on the following express conditions which shall be paramount, and in the event of any breach thereof the Customer shall be entitled to determine any arrangement made pursuant to such tender and to claim damages accordingly.

Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to tenderers, when making their offer.

Information supplied by the Customer (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Customer cannot accept responsibility for any inaccurate information obtained by Tenderers.

Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.

The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.

The Customer shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any Tenderer who fails to respond by the deadline set.

### **FREEDOM OF INFORMATION ACT**

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

Tenderers 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. Tenderers should state why they consider the information to be confidential or commercially sensitive.

This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the act.

It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

### **3. INSTRUCTIONS TO TENDERERS**

---

#### **4.1 FORMAT OF PROPOSALS**

Responses must be delivered by hand or post to Ringwood Town Council, Ringwood Gateway, The Furlong, Ringwood BH24 1AT in a sealed envelope marked "TRACTOR TENDER" on the outside.

The layout of responses should be in accordance with the following format (Tenders submitted in any other format will not be accepted).

**Tenderers must complete the following sections and submit them in the following order:**

1. Form of tender (Section 4)
2. Tendering Certificate (Section 5)
3. Requirements and Price Schedule (Section 6)
4. Response to method statements (Section 7)
5. Freedom of Information Exclusion Schedule (Section 8)

#### **4.2 COMPLETION AND SUBMISSION OF TENDERS**

Tenderers should complete their tender submission following the format and instructions detailed above. Tenders submitted in any other format will not be accepted.

#### **4.3 RETURN DATE**

Completed tender submissions must be received by The Customer no later than 11 October 2019 16:00. Tenders submitted after the designated time and date will be rejected.

**Tenders must NOT be submitted by e-mail.**

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 90 days from the return date.

#### 4. FORM OF TENDER

---

### **Ringwood Town Council: Grounds Maintenance Machinery** **(to be completed by the tenderer)**

In response to this Invitation to Tender dated 3<sup>rd</sup> September 2019

- 1 I/we hereby offer to supply on receipt of an Order from Ringwood Town Council the products and services of the type offered in my/our tender.
- 2 I/we undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
- 3 I/we confirm that if our Tender is accepted I/we will, if required, upon demand:
  - (a) Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
  - (b) Sign a formal contract document if required;
- 4 Unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.
- 5 I/we accept the conditions of contract set out in the Invitation to Tender, to which this tender is my/our response, and I /we undertake to perform any contract awarded as a result of this Tender in strict conformity with those conditions of contract.
- 6 We understand that Ringwood Town Council is not bound to accept any Tender it receives.

Signed: ..... Date .....

Name (please print): .....

Position: .....

Name of Tenderer .....

Address: .....

.....

.....

Telephone number: .....

E-mail address: .....

## 5. TENDERING CERTIFICATE

---

### Ringwood Town Council: Grounds Maintenance Machinery (to be completed by the tenderer)

#### TO: Ringwood Town Council

I / We\*, the undersigned do hereby contract and agree on the acceptance of this tender, in whole or part, to supply the products and / or perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the Conditions of Contract.

In submitting a tender against this contract, I / We\* certify that I /We\* have not done, and I /We\* undertake that I / We\* will not do, at any time before the notification of tender results, any of the following acts:

- (a) Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) Offer to pay or give or agree to pay 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 this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and 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.
- (d) I/We hereby certify that I/we have not canvassed or solicited any member, officer or employee of the Customer in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act. I/We further hereby undertake that I/we will not in future canvass or solicit any member, officer or employee of the Customer in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

#### **\* Delete as applicable**

Signed: ..... Date .....

Name and position (please print): .....

Company name and Address: .....

.....

.....

Telephone number: .....

E-mail address: .....

## 6. MACHINE REQUIREMENT AND PRICE SCHEDULE

### Ringwood Town Council: Grounds Maintenance Machinery (to be completed by the tenderer)

#### Guidance to tenderers

1. All prices quoted must be in Sterling and exclusive of VAT.
2. Tenderers should satisfy themselves that they have understood the Specifications.
3. Where any ambiguity or confusion exists, Tenderers are invited to contact the Town Clerk as per the details on page 7 of this document.

In all instances the prices tendered shall be deemed to be a fully inclusive rate, and will therefore include all costs for, transportation, delivery, number plates, fuel and fluids, reporting, administration, profit, overheads and any other costs incurred in supplying the equipment. All prices quoted should therefore be inclusive of all charges applicable to supplying the equipment.

PLEASE NOTE: although The Customer has identified the brand and model of the machine to be replaced, suppliers are able to quote for an equivalent machine of any make or model which they are able to supply. Equivalent in these circumstances means suitable machinery supplied by other manufacturers providing equivalent functionality, performance and quality. The Customer's officers will determine from the information provided whether an equivalent machine meets the specification and their requirements. Where a machine is deemed to be unsuitable at meeting the proposed requirements/specification this machine will not be evaluated and the price removed from the evaluation.

ITEM 1	
<b>Machinery Type</b>	Tractor
<b>Machine Specification</b>	60kW 4WD Cab with air conditioning Powershuttle with creeper Extending lifting arms on three point linkage Independent PTO mounted at rear - 540ECO RPM, Fender mounted three point control Rear diff lock
<b>Ancillary Equipment</b>	Flashing beacons, Grass tyres Front pull hook Rear rigid Class "C" tow hook Front ballast weights Radio
<b>Quantity Required</b>	1

To be completed by Tenderer	
<b>Machine offered*</b> (Brand and model)	
<b>Unit Price</b>	
<b>Ancillary Equipment Price</b> (if separable from Unit Price)	
<b>Trade-in Price offered for existing vehicle</b>	
<b>Total Price (60%)</b> (Unit Price + Ancillary Equipment Price – Trade-in Price)	
<b>Delivery lead time from receipt of order (5%)</b>	
<b>Warranty Period (5%)</b>	
<b>Annual Service Price (5%)</b>	

\*please include a full specification with your response.

## 7. RESPONSE TO METHOD STATEMENTS

---

<b>Service Delivery Method Statements (Section Weighting 12%)</b>	
<b>Q1</b>	Please describe the arrangements you propose for delivery and hand-over of the vehicle you have specified (bearing in mind that the Customer employs five employees, accustomed to operating the current vehicle, all of whom will need to be able to operate the vehicle you have specified. Within your response please indicate whether you offer operator training and detail how this is delivered. Any other training offered should be detailed here.
	<b>Response:</b>
<b>Q2</b>	Please provide information on the technical support and spare parts (including pricing) that you can offer for the vehicle you have specified. (Information on spare parts can be limited to those most frequently supplied in the first three years.)
	<b>Response:</b>
<b>Q3</b>	In the event that an emergency breakdown of the vehicle occurs after purchase what contingency plans do you have in place to support The Customer?
	<b>Response:</b>

**8. FREEDOM OF INFORMATION EXCLUSION SCHEDULE**

---

**274\_18 GROUNDS MAINTENANCE MACHINERY**

**(TO BE COMPLETED BY THE TENDERER)**

Tenderers' attention is drawn to the Conditions of Tender and the Contract Documents. Tenderers should state here which items of information (if any) supplied by them in their tender which they regard as confidential or commercially sensitive or which should not be disclosed in response to a request for information under the Freedom of Information Act. Tenderers should state why they consider the information to be confidential or commercially sensitive.

Disclosure of information is at the sole discretion of The Customer.

Signed: ..... Date .....

For and Behalf of: .....