



# Bodmin Town Council





# INFORMATION AND INSTRUCTIONS FOR TENDERING

## INVITATION TO TENDER:

Tarmacking of Priory 2 Car Park, Priory Park, Bodmin, PL31 2AF.

Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions, in any way, may be rejected by the Council whose decision on the matter is final.

### Invitation to Tender

#### **Background**

BTC owns and operates car parks within Priory Park, Bodmin. Priory 2 Car Park is located outside of the football grounds. Half of this section of car park is tarmacked and the other half is rough surface. None of Priory 2 is line marked.

#### **Project brief**

Bodmin Town Council (BTC) is seeking to invite tenders for the resurfacing of the remaining 50% area of Priory 2 Car Park (Grid reference: SX074666) along with line marking of the whole of Priory 2 Car Park.

Location below, The Parks Compound/ Machinery shed is located in Priory Park, opposite the football grounds. The area postcode is - **PL31 2AF**. Grid reference: SX074666



It is considered that the contractor shall be competent in carrying out the works and fully conversant as a competent and experienced contractor with the hazards associated with the working processes.



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The Council is initially seeking expressions of interest from companies to deliver the project from inception to completion.

### **Description of works and specifications**

Our initial considerations and main requirements would be:

- Supply and erect Information boards; approx. 6no
- The contractor is responsible for the welfare of its staff; as required.
- To remove all arisings to the tip off site
- To supply and lay Stone Mastic Asphalt (SMA) with 10mm aggregate surface course 40mm thick; approx. 1722m<sup>2</sup>
- To Supply and lay Bond Coat K-140, 0.4l/m<sup>2</sup>; approx. 1722m<sup>2</sup>
- To provide cold milling (Plaining) of the area, 40mm; approx. 498m<sup>2</sup>
- Supply and lay pre-cast concrete kerb(s) type HB2 laid straight or curved exceeding 12m radius; approx. 15m
- Leave site clean and tidy
- Allow for excavation of soft ground and stabilise as necessary, avoiding damage to underground services.
- Carry out site surveys to ensure underground and over head service drains, cables, pipes and anything else are not damaged or interfered with. To replace if an incident occurs at the contractors expense.

### **Value Added**

The Council encourages any additional value-added options within the proposal. These should be set out separately in the tender proposals.

## **CONTRACT ISSUES AND TENDER PROCESS**

### **Performance of contract and after sales and Service Level Agreements**

Suppliers must be able to respond quickly and effectively to any post installation maintenance requirements. Tenders should confirm that they are able to meet the conditions and the penalties set out in the table below

| Requirement   | Details  | Penalty   |
|---|--|---|
| Completion of project on time and within agreed budget. | Other than delays due to aspects not within the control of the contractor, completion of 4 weeks beyond stated completion date | 2.5% of value of Project<br><br>Longer than 2 weeks - 5% of value of Project        |
| Resolution of Warranty related defects                  | Beyond 4 weeks of notified defect if item is unusable.   | Cost of any losses incurred as a result or warranty related defect will be charged. |



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|           |  |  |
|-----------|--|--|
| Retention | Any defects or quality issues within 12 months of installation | 15% of the value of the project to be withheld during the contract period and will be released at full completion of the project. 5% of the overall project value will be held for 6 months to secure recall of defects. |
|-----------|--|--|

### Project Completion

The project will not be deemed complete until all snagging issues are resolved, and practical completion is signed off by the Contract Administrator. As works will take place during potential wet weather with soft ground, any damage must be repaired and made good when leaving site.

### Tender Evaluation

Tenders will be evaluated in-line with the table below. Each category has a total number of points available which reflect the importance of the activity. Tenderers should therefore identify within their tender how they meet each of the categories.

| <i>Item</i>                                       | <i>Score</i> | <i>Detail</i>  |
|---|--------------|--|
| Overall Cost                                      | 40%          | Meeting the project brief, design, layout, aesthetics of equipment and surfacing, inclusivity                |
| Quality of Materials and Maintenance requirements | 25%          | Maintenance, expected longevity of equipment, surfacing and groundworks                                      |
| Warranties  | 5%           | What is covered in the warranty, length of warranty for materials and fittings                               |
| Timetable and Service Levels                      | 15%          | Can you meet the time frames and agree to the services levels contained within the documentation?            |
| Experience with similar projects                  | 15%          | Ability to deliver project of this nature provide examples of similar projects completed for similar Clients |



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|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

### Scoring System

| Quality            | Points | Criteria  |
|--------------------|--------|---|
| Superior           | 4      | Exceptional demonstration of the relevant ability, understanding, experience, skills, resources & quality measures required to meet the project's aims or requirements. Response highly relevant with comparable contract value.    |
| Good               | 3      | A comprehensive response submitted in terms of detail and relevance and clearly meets most of the project's aims or requirements with no negative indications or inconsistencies.   |
| Below Expectations | 2      | Minimal achievement of the requirements specified in the tender offer & presentation for that criterion. Several errors, risks, weaknesses or omissions, which are possible, but difficult to correct/overcome and make acceptable. |
| Poor to deficient  | 1      | Limited response provided, or a response that is inadequate, substantially irrelevant, inaccurate, or misleading  |
| Unacceptable       | 0      | Totally deficient and non-compliant for that criterion.   |

Conformance and certification to BS EN1176 & EN1177 will be evaluated on a pass/fail basis.

The Questionnaire will be assessed on a pass/fail basis, and only those organisations that pass this stage will be considered for the project.

This evaluation exercise will be used to select no more than five tenders. These will go forward to a decision-making stage then onto a Council Meeting.



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### Project timeline

Below is the project timeline. ***Suppliers will need to provide confirmation (or Programme of Works) that these dates for starting and finishing the project can be met within their tender response:***

| Action  | Date Due                         |
|---|----------------------------------|
| Tender response date due  | Friday 31 <sup>st</sup> May 2024 |
| Tenders will be considered by Council   | July 2024                        |
| Further questions or an interview may be required before selection is confirmed<br>This will be clarified by: | To be confirmed                  |
| Tender selected and decision notified<br>(subject to Council approval and no interviews required).            | To be confirmed                  |
| Completion Date   | To be confirmed                  |
|   |                                  |

### Preparation of Tender and Tender Duties.

Tenderers will be asked to complete 3 key documents as part of their tender submission. These are attached in the appendices. They are as follows:

- **Invitation to Tender Acknowledgement – Appendix A**
- **Form of Tender – Appendix B**
- **Qualification Questionnaire (plus associated documents (Appendix C)**

The Tender shall be made in ink on the Form of Tender enclosed.

The Form of Tender must be signed where the Tenderer is an individual, by that individual. Where the Tenderer is a partnership, by two duly authorised partners. Where the Tenderer is a company, by a director, such persons to be duly authorised for the purpose.

Qualification Questionnaire should be completed and the following attached:

- Health & Safety Policy, Risk Assessments and Safe Working Procedures
- Copies of public liability, professional liability, product liability and employer's liability
- Insurance, all of which must identify the level of indemnity.
- Proposals for undertaking the replacement of the new play space.
- Organisation and method of working.
- Analysis of resources.
- Details of any part of the replacement programme of the new play/recreation space to be sub-contracted.
- A scale drawing of the proposed scheme 1:100.
- An outline schedule of works detailing the anticipated delivery and installation period.
- Details of any proposed sub-contractors.



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- Details of any added value the proposals and how they might impact on whole life costs.

Total cost and detailed breakdown of prices showing:

- Unit price per item of equipment
- Detailed costs of all sundry items, including fencing and surfacing
- Installation costs per item of equipment and of sundry items
- Details of any additional items /costs such as security, delivery and storage

### **Site Visit**

Before submitting a tender for the service, bidders are advised to visit the site to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the project.

### **Tender Questions, Clarifications and Site Visit**

Tenderers are advised to study the Conditions of Contract and Specification. Tenderers should seek to clarify any points of doubt or difficulty (including any apparent ambiguities, errors and omissions in the tender documents) with the Council prior to submitting a tender.

Any questions or matters of clarification regarding the ITT procedure, contract documentation, specification or requests for further information should be submitted by e-mail to The town clerk [peter.martin@bodmin.gov.uk](mailto:peter.martin@bodmin.gov.uk) deadline for submission of tender clarification questions is 4<sup>th</sup> November 2024

By 4<sup>th</sup> November 2024 all outstanding questions and the Council's responses, will be circulated to all Tenderers who have submitted the Invitation to Tender Acknowledgement (Appendix A).

Except in response to a query as set out above, no-one has any authority to make any representation or explanation to Tenderers as to the meaning of any aspect of this ITT pack or of anything to be done or not to be done by the successful Contractor.

Tenderers shall be deemed to have satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the rates and prices stated by them in their proposal, which shall (except in so far as it is otherwise provided for in the Contract) cover all their obligations under the Contract, and shall be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect their proposal.

### **Period of Validity**

Tenderers are required to keep Tenders valid for acceptance for a period of 60 days from the closing date for receipt of tenders.



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### **Submission of Tender**

Tenders shall be submitted in a plain sealed envelope / package clearly marked **“Bodmin Priory carpark tender”**, in large bold print, by registered post, recorded delivery service to:

**Town Clerk  
Bodmin Town Council  
Shire Hall  
Mount Folly Square  
Bodmin  
Cornwall  
PL31 2DQ**

The envelope must not bear any name or mark indicating the identity of the sender.

Tenders must be received by no later than 1pm on 9<sup>th</sup> November 2024

No Tender will be considered if it is received after the date and time specified, unless the Council, at its sole discretion, extends the closing date and time specified in writing.

Information supplied by Tenderers will be treated as contractually binding subject to the conditions and requirements laid down in this Invitation to Tender. The Council reserves the right to engage in a tender clarification process with one or more of the organisations who submit a proposal.

All unit rates and prices must be quoted in £ Sterling, exclusive of VAT and inclusive of all costs associated with the service.

The prices/fees to be inserted in the Form of Tender shall be the full inclusive value of the goods, works and services described (The Services). They shall represent all costs and expenses which may be incurred in order to provide the Services in accordance with the Conditions and Specification and to assume all express and implied risks, liabilities and obligations imposed by the Conditions, the Specification and all other documents forming part of the contract.

Bidders shall be deemed to have satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the rates and prices stated by them in their Tender, which, shall (except in so far as it is otherwise provided for in the contract), cover all their obligations under the contract, and shall be deemed to have obtained for themselves all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect their tender. The Council is not bound to accept the lowest or any tender.



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### **Scope of Tender**

Tenders are being invited on the basis of undertaking the whole of the Services.

### **Contract Period**

Tenders are invited for Services which are to be completed by 31<sup>st</sup> August 2025 (subject to planning approval) There will be no extension to this date under any circumstances and it is a key condition of contract that the entire works and services are completed by this date.

### **Tender Costs**

The Council will not be liable in respect of any costs, expenses or losses incurred (of whatever nature) by Tenderers in the preparation of Tenders or any associated work effort in connection with this tender process.

### **Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will disqualify your proposal from being considered and may constitute a criminal offence.

### **Payments**

Payments will be made within 28 days of receipt of an invoice subject to all Services being completed to the satisfaction of the Town Clerk for Bodmin Town Council.

### **Sub-contracting**

When submitting its Tender, the Tenderer must notify the Council of any parts of the services which it proposes to sub-contract. Failure to do so will invalidate any such tender.

The Council's prior written approval must be obtained before any part of the services is sub-contracted.

The Council reserves the right to refuse such approval at its absolute discretion.

An approved sub-contractor must give a direct warranty and undertaking to the Council but the Contractor will nonetheless remain primarily liable for the provision of the Services.

### **Award of Contract**

The Council expect to award the Contract on or about 12<sup>th</sup> December 2024 subject to no shortlisting or interview process being required. The successful Tenderer will be required to execute a formal contract in the form of a JCT Minor Works contract. Until such execution the successful Tender together with the Council's written acceptance shall constitute the contract.

### **Health and Safety**

Tenderers will be required to comply with the Health and Safety at Work Act 1974, Construction and Design Management Regulations 2015 and all other regulations made under the Acts.



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### **Accuracy**

Information supplied to Tenderers by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of the tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Tenderers.

### **Confidentiality**

All information supplied by the Council in connection with this invitation to tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender. Any data provided by the Council may only be used for the purposes of providing the Services and may not be used for any other purpose without the prior written consent of the Council

### **Freedom of Information**

The Council is a public authority within the meaning of the Freedom of Information Act 2000. Information in relation to this Tender and all correspondence received may be made available on demand in accordance with the Freedom of Information Act 2000. Tenderers should state if and why any of the information supplied by them in response to this Tender is confidential or commercially sensitive or exempt from disclosure under the aforementioned Act. Notwithstanding the foregoing, unless an exemption under the aforementioned Act or a duty of confidence applies, information shall be disclosed in accordance with the Freedom of Information Act 2000 in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer's commercial interests in maintaining non-disclosure.

### **Publication of Successful Tender**

The Council may publish the amount of the successful tender and the name of the successful Tenderer.



## Appendix A

### FORM OF TENDER

TO: Town Clerk  
Bodmin Town Council  
Shire Hall  
Mount Folly Square  
Bodmin  
Cornwall  
PL312DQ

I/We,

.....  
.....

(insert full legal name of tenderer including 'Ltd' or 'plc' or as the case may be –  
**please note:** if the legal name is a business name not followed by 'Ltd' or 'plc' or a similar expression, please state the legal nature of the tenderer, e.g. partnership or incorporated unlimited company) hereby offer to provide the works, services and goods ('the Services') in accordance with the Conditions of Contract and Specification Brief for the Fixed Sum of £.....

1. I/We hereby warrant and represent to, and undertake with the Council that:-
  - a) I/We have not directly or indirectly canvassed any Member or Official of the Council with a view to gaining more favourable consideration of my/our Tender;
  - b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by myself/ourselves my/our employees or agents in connection with the Form of Tender (and without prejudice to the generality hereof) are true, complete and accurate in all respects;
  - c) I/We have not submitted the Form of Tender or entered into the Contract in reliance upon any representations or statement (whether made orally or in writing) which may have been made by the Council or on the Council's behalf;



- d) I/We have full power and authority to enter into the Contract and to provide the Service;
- e) I/We have sound financial standing and have sufficient working capital available to perform the contract in accordance with the conditions for the entire duration of the contract period;

2. I/We agree that:

- a) This tender shall be kept open for 60 days from 9th November 2024
- b) The Contract shall become binding upon the Council's written acceptance of the Tender
- c) The Council is under no obligation to accept this or any other Tender

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

(1) Signature Name: Authority:

(2) Signature \_\_\_\_\_ Name: \_\_\_\_\_ Authority: \_\_\_\_\_

Please complete this form in full and return it with all other items referred to in the Instructions to Tenderers. (Words defined in the Conditions of Contract and Specification shall have the same meaning in this Form of Tender



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## **Appendix B**

### **QUALIFICATION QUESTIONNAIRE**

Suppliers should provide the following information to determine their financial and technical competence/suitability to supply the tendered Service. Please note the Council may obtain an independent appraisal of financial strength.

1. Trading Name of Contractor:
2. Full Name of Contractor:
2. Address of Registered Office:
4. Address and telephone number of office from where the Council's work would be carried out:
5. Person applying on behalf of the Contractor:  
Position in Company:  
  
Tel No:  
  
email:  
  
6. Date of Formation of Company:
7. Registration Number where a limited Company:
8. **Health & Safety**

Bodmin town Council firmly believes that successful Health & Safety management is integral to the efficiency and effectiveness of any organisation. It is therefore essential that the following questions are fully completed.

- (i) Number of people employed by your organisation:
- (ii) Name and designation of person responsible for Health & Safety within your organisation:
- (iii) Do you have a Health & Safety Policy? If yes please enclose.  
**YES/NO**
- (iv) Do you have risk assessments for the Services to be provided to Hound Parish Council? If yes, please enclose.  
**YES/NO**



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(v) Do you have Safe Working Procedures for the Service to be provided to Hound Parish Council? If yes, please enclose.

**YES/NO**

(vi) Please provide the name and qualifications of the person used for competent health & safety advice to your organisation.

(vii) Please list any improvement notices, prohibition notices or prosecutions served on your organisation within the last 5 years.

(viii) How many accidents or near misses (if any) have been reported to you, by members of your staff in the last 12 months? Please detail below:

(ix) How many RIDDOR reportable accidents (if any) have there been in the last 12 months? Please detail below:



## 9. Insurance

(i) Name and address of Insurance Broker

(ii) Employers Liability Insurance - **Please enclose a copy of your current policy.** Limit of Cover:

Insurer:

Policy No:

Expiry Date:

(iii) Public Liability (Third Party) Insurance - **Please enclose a copy of your current policy.**

Limit of cover:

Insurer:

Policy No:

Expiry Date:

(iv) If your Public and Employers Liability Insurance cover is for less than £5 million, please confirm that you would be prepared to make cover of this amount available in the event of your being awarded a contract.

**YES/NO**



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(v) Professional Liability Insurance – Please enclose a copy of your current policy

Limit of Cover:

Insurer:

Policy Number:

Expiry Date:

(vi) Product Liability Insurance – Please enclose a copy of your current policy

Limit of Cover:

Insurer:

Policy Number:

Expiry Date:

### 10. Previous Experience

Please give details of three of your most recent or current contracts that we can contact, preferably with the public sector in the South West area. By giving these details you consent to us contacting them.

| Organisation and Address | Contact Name Telephone No & e-mail | Date | Contract Value | Contract Description |
|--------------------------|------------------------------------|------|----------------|----------------------|
|                          | Name:<br>Tel:<br>e-mail:           |      |                |                      |
|                          | Name:<br>Tel:<br>e-mail:           |      |                |                      |
|                          | Name:<br>Tel:<br>e-mail:           |      |                |                      |

13. Has your company had a contract terminated or its employment determined within the last three years?

If yes, please give details below:



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