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INVITATION TO TENDER:

## New Boardwalk, Lapstone Playing Fields, Pavilion Close, Fair Oak, Eastleigh

**E:449311/N:117683**

01 GENERAL INFORMATION

Introduction

* 1. Thank you for expressing an interest in our contract for a new boardwalk at Lapstone Playing Fields, Pavilion Close, Fair Oak.
  2. As a public authority, the Council is subject to the highest professional standards and public scrutiny. Contracts are competitively let and for bidders to secure work with the Council they need to comply with the instructions when bidding for a contract.
  3. The Parish Council’s requirement for this tender are set out through:
     + Part A - Project Specification and Brief
     + Part B - Instructions to Bidders
     + Supporting Appendices
  4. The bidder’s response document is set out in Part C – Form of Tender with supporting documents. Please note that the bidder must complete all Part C documents (unless stipulated otherwise) and return by the deadline.
  5. Fair Oak & Horton Heath Parish Council has a number of service responsibilities within Fair Oak & Horton Heath Parish, including public open spaces, of which Lapstone Playing Fields are a key component. Further information on the Parish Council’s services and facilities is available at: [www.fairoak-pc.gov.uk](http://www.fairoak-pc.gov.uk)
  6. E-copy details of this tender are also available through the Parish Council’s website and online at UK Contracts Finder - [www.contractsfinder.service.gov.uk](http://www.contractsfinder.service.gov.uk/)
  7. **PLEASE NOTE: The deadline for submission of completed tender material Tuesday 24 May 2022 at 5pm.**
  8. If you have previously completed a PQQ for this commission (including any updates), please include this material in your tender submission alongside the other main submission requirements. There is no need to complete the qualifications and requirements form in Part C of the Bidder’s response document.
  9. All tenders should be submitted by post by the deadline indicated above to the **Clerk to the Parish Council Melanie Stephens, 2 Knowle Park Lane, Fair Oak, Eastleigh, SO50 7GL** .
  10. Any questions regarding this procurement should be directed to the Operations Manager, Martin Johnson for the tender process who is detailed in Part A –Project Brief and Specification: [grounds@fairoak-pc.gov.uk](mailto:grounds@fairoak-pc.gov.uk)

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PART A: PROJECT SPECIFICATION & BRIEF

## New Boardwalk, Lapstone Playing Fields, Pavilion Close, Fair Oak, Eastleigh

## E:449311/N:117683

Issue Date: 3 May 2022

PROJECT SPECIFICATION

|  |  |  |
| --- | --- | --- |
| **1** | **PROJECT DETAILS** | |
| **a** | **Name of Council Procuring this Contract:**  Fair Oak & Horton Heath Parish Council | |
| **b** | **Project Name:**  Boardwalk, Lapstone Playing Fields. | |
| **c** | **Project Address:**  Pavilion Close, Fair Oak, Eastleigh E:449311/N:117683 | |
| **d** | **Tender Project Manager:**  Martin Johnson |  |
| **e** | **Project Description / Scope of Works**  Fair Oak & Horton Heath Parish Council is seeking to appoint a suitable designer, manufacturer, and installer to construct a new 1.2m width and 67m long boardwalk with dual handrails for the entire length. 2 passing places to be included. One end of the boardwalk to be accessed via a 4ft wide 5 bar gate to in order to restrict access to grazing cattle. Two additional 7ft 5 bar gates to be installed adjacent to and accessible from the boardwalk The boardwalk to be constructed using either Recycled Plastic, Green Oak, Chestnut or similar material to a minimum standard of Hampshire County Council design detail. [designstandards-boardwalks.pdf (wednesdaycv.org.uk)](https://wednesdaycv.org.uk/wp-content/uploads/2021/03/designstandards-boardwalks.pdf)  The summarised scope of works includes:   * finalising technical designs in conjunction with the Operations Manager and Parish Clerk * removal and disposal of existing boardwalk * groundworks and foundations; * above ground installation | |
| **f** | **Contract Type**  Supply contract. | |

|  |  |
| --- | --- |
| **g** | **Estimated Contract Value**  £65,000.00 |
| **2** | **INSURANCE REQUIREMENTS** |
| **a** | Public Liability - £5M (min) Employers Liability - £10M Professional Indemnity - £5M (min) Contract Work - £1M (min) |
| **3** | **PROCUREMENT ROUTE** |
| **a** | Feedback during the PPQ engagement has helped inform the scoping of the commission and associated tender documents. The ITT has been issued to all parties which have successfully completed the PPQ and advertised on the Parish Council’s website and UK Contracts Finder. |
| **4** | **PROCUREMENT TIMETABLE** |
| **a** | **Tender Issue Date:**  3 May 2022 |
| **b** | **Deadline for Questions:**  17 May 2022 (2 weeks after issue date) |
| **c** | **Tender Return Date:**  24 May 2022(3 weeks after issue date) |
| **d** | **Anticipated Award Date (pre-contract):**  21 June 2022 (6 weeks after issue date) |
| **e** | **Project Inception Date (pre-contract):**  28 June 2022 (7 weeks after issue date) |
| **5** | **CONTRACT INFORMATION** |
| **a** | **Form of contract:** |

|  |  |
| --- | --- |
|  | JCT Design and Build (2016) |
| **b** | **Design requirement**:  Technical product design – detailed plans, elevations, sections and associated schedules, specifications in order to create construction information. Structural design and measurements |
| **c** | **Collaborative Procurement:**  Not applicable to this contract. |
| **d** | **Cost Saving & Improvement options:**  The Council is seeking innovation and cost saving against the specification provided. |
| **e** | **Sustainable development & environmental considerations**  The contract requires consideration of impacts on the environment, whole life costing and end of use disposal. |
| **f** | **Price Variations and Fluctuations**  These contracted works are for a relatively short period of time. It is not considered that there will be significant variations in prices from the contracted sum submitted and matters such as inflation will be taken into consideration in pricing. Any anticipated price variations and fluctuations will be managed through a mechanism or series of mechanisms agreed in the finalised contract. |
| **g** | **Bonds and Guarantees**  Guarantees for both workmanship and materials will be required. |
| **h** | **Contract Start Date (estimate):**  28 June 2022 |

|  |  |
| --- | --- |
| **i** | **Contract End Date (estimate):**  Practical completion – w/c 31/03/2023  This is a **worst-case scenario** and an earlier contract end date would be encouraged subject to manufacturing schedules and progress on groundworks / construction |
| **j** | **Contract Execution Method:**  Formally signed agreement |
| **k** | **Contract Variations**:  Managed by the contract administrator in accordance with industry standards and variables as set out through the JCT contracting procedures. |
| **l** | **Other contractual requirements**:  Please note information detailed in Instructions to Bidders (Part B) |
| **6** | **OTHER INFORMATION** |
| **a** | **Price to be held open for**:  90 days |
| **b** | **Price / Quality Split:**  50:50 |
| **c** | **Payment Terms:**  As detailed in the finalised contract. |
| **d** | **Product Warranties:**  **Defects Liability -** To cover any defect other than those which clearly result from misuse, abuse or accidental damage – 12 months.  **Structural warranty -** The structural elements of the boardwalk to include any posts, cross beams, bearers – anti-rot 10 years (minimum). |
| **e** | **Collateral Warranties:** |

|  |  |
| --- | --- |
|  | These may be required for any sub-contractor arrangements. Details to be agreed in final contract. |
| **f** | **Service / Maintenance Provision:**  O/M Manual with as built drawings. |
| **g** | **Liquidated & Ascertain Damages:**  As set out in contract particulars. |
| **h** | **Sub-contracting**  The contract allows for sub-contracting. |
| **7** | **H&S and Accreditations** |
| **a** | **Construction Design and Management Regulations (CDM):**  Assumed under CDM 2015 the project is not notifiable to HSE. |
| **b** | **CDM Coordinator:**  Please provide name and contact details. |
| **c** | **Other H&S:**  Please note that the Contractor selected to undertake this Contract will have to provide documentary evidence of insurances, health and safety policies and relevant operative training prior to contract award. In addition, the successful Contractor will have to provide a Method Statement and Risk Assessment to demonstrate how the works will be carried out safely.  Public park and operational space. Restricted vehicular site access. |
| **d** | **Construction Industry Scheme (CIS)**  Required if sub-contracting. |
| **8** | **Legal Disputes** |
| **a** | The approach to legal disputes will be set out in the contract. |

PROJECT BRIEF

Introduction

1.0 Fair Oak & Horton Heath Parish Council is seeking to appoint a suitable manufacturer to deliver a new boardwalk within Lapstone Playing Fields, Fair Oak. This is a multi-use sports site and popular public park linking this facility to the wider Lapstone countryside area on the boundary of both Fair Oak & Horton Heath villages.

1. Planning permission is not required for this project

3.0 The Parish Council is looking to commission through this tender:

* + - the manufacturer of a boardwalk and associated groundworks and
    - removal and disposal of existing boardwalk

Background Information

4.0 The Existing and Proposed site plans for this project are enclosed in **Appendix A**.

Flood Risk

5.0 The proposed development is located within Flood Zone 1 – an area with a low probability of ﬂooding.

Figure 1 below provides an overview on flood risk taken from the EA flood risk map.

**Figure 1 - Flood Risk: Lapstone Playing Fields**

A screenshot of a computer

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Planning Details and Conditions

6.0 No planning conditions are in place for this project.

Boardwalk to be constructed to Hampshire Countryside Service standard detail or better

Ground Conditions and Utilities

1. Statutory Undertakers plans will be provided, however there are no known underground services in the area

Site Access

8.0 The supplier is deemed to have visited and inspected the site and satisfied itself as to the accessibility of the site, the existing rights of way, the full extent and character of the site, the availability and supplies of water, and services for temporary lighting and power, and of other services required in the execution of the Works, and of all local conditions and restrictions. Access for large articulated lorries will not be possible. Arrangements will need to be made to transfer equipment and materials to the site on smaller vehicles.

9.0 Please refer to Existing Site Plan Appendix A. The approval of the Local Authority will be required for vehicular access and egress points.

* 1. Materials: Are to be suitable for the purposes of the Works stated, in accordance with good building practice, and complying strictly with British Standards or the ISO equivalent. Any Building Materials in the following three categories should be excluded from the construction process:
     1. materials that could pose a danger to health;
     2. materials used in such a way as to have a likelihood of failure or cause structural defect and
     3. materials, the use of which would endanger the investment potential of the project

All materials to be incorporated in the Works shall at all times be carefully handled, stored in accordance with the manufacturer/supplier instructions where appropriate and protected from the weather. Wherever possible, materials should require minimum maintenance.

11.0 Workmanship: To be of a high standard throughout, particularly with regard to the accuracy of dimensions, lines, planes, levels and everything necessary to ensure that the standard of finish which is hereby demanded by the Build Contract is achieved and, where applicable, is to comply with the relevant British Standard Specifications or the ISO equivalent, British Standard Codes of Practice. Where and to the extent that workmanship is not fully specified, it is to be, in order of priority, suitable for the purposes of the Works stated, in accordance with good building practice and complying with British Standard Codes of Practice. All work is to be protected against frost damage and work liable to damage by frost is not to be carried out at temperatures less than 2° Celsius unless precautions are taken against low temperatures, particularly in relation to groundwork.

12.0 Proximity of Trees in relation to proposed works: Attention is drawn to the conditions of BS 5837 - "Code of practice for trees in relation to construction", with regard to the protection of existing vegetation. existing trees, shrubs and other plants that are identified to be retained shall not be removed without specific instruction from the Employer. The modular supplier shall take all precautions necessary to protect existing vegetation from malicious or accidental damage. Reference should be made to the Planning Permission and to the protection of, and works to, existing trees, hedges and vegetation and shall have allowed all costs in connection.

13.0 Durability and warranties – these are set out are minimum standards within the Project Specification.

Contract Type

1. The Council will be using a JCT Design and Build (2016) contract with ‘on demand’ e-drafting capabilities to speed up contract completion / agreement.

PART B: INSTRUCTIONS TO BIDDERS

## New Boardwalk, Lapstone Playing Fields, Pavilion Close, Fair Oak, Eastleigh

## E:449311/N:117683

Issue Date: 3 May 2022

**SECTION 1- INSTRUCTIONS**

* 1. **Introduction**

This contract is being procured for use by Fair Oak & Horton Heath Parish Council.

* 1. **Procurement Process**

The Council has adopted a tender process for this procurement. This means that all valid and compliant tenders received will be evaluated.

The Council has advertised the Tender on UK Contracts Finder website The Parish Council will assist in the procurement process, including the issue of tender documents; addressing all questions and answers (Q&A) in a transparent manner; evaluation of tender returns and advise of successful / unsuccessful outcomes. Responses to Q&As will be posted on the Council’s website.

Tender returns will be formally received by the Parish Council.

Where the Council regards additional information, response to questions and answers or an amendment to the original invitation to tender documents as significant, an extension of the closing date for return of tenders may, at the discretion of the Council, be given to all tenderers. However, once the deadline for question and answers has passed, a request for an extension is likely to be declined.

The Council will not reimburse any tender costs or expenses.

The Council reserves the right not to award any contract following this tender process. There will be no binding agreement between the Council and the successful tenderer until a signed and dated contract by each party is in place.

* 1. **Tender Preparation**

It is your responsibility to make sure that you have understood the invitation to tender documents and that you complete them correctly. You must seek clarification if you do not understand anything. The Council bears no responsibility for tender documents that are returned incorrectly completed, or are returned incomplete.

Tenders must not be qualified, conditional or accompanied by statements that might be construed as rendering the tender equivocal. Qualified or conditional tenders are very likely to be rejected. The Council’s decision as to whether a tender is acceptable will be final.

**SECTION 2 – EVALUTION PROCESS**

* 1. **Evaluation Principle**

The Council is looking for the tender that is most economically advantageous. This will be assessed using the award criteria, of quality; and price. The ratio of quality to price is set out in the Part A - Project Brief and Specification.

* 1. **Evaluators**

Following the opening of tenders by the Parish Council, the evaluation of tenders will be carried out by The Clerk, The Responsible Finance Officer and The Operations Manager and then reviewed with a panel of officers and advisors from the Parish Council to ensure an appropriate breadth of experience and understanding is applied.

* 1. **Compliant Submission**

Tenders must comply strictly with these instructions to tenderers. Tenders must not be qualified, conditional or accompanied by statement that might be construed as rendering the tender equivocal. Only unqualified, unconditional tenders will be considered. The Council’s decision as to whether a tender is compliant with the requirements of these instructions to tenderers will be final.

You must submit the following, in accordance with the invitation to tender documents:

* + 1. A duly signed Form of Tender.
    2. Qualification Requirements and Reference information.
    3. The Pricing Document.
    4. A statement to assess quality.
    5. Any supporting information (labelled).

Failure to provide any of the above mandatory (must) documents is likely to result in your tender being deemed incomplete and non-compliant, resulting in it being rejected. Any information not completed or provided in the wrong format or which is superfluous, may score zero.

* 1. **Price Evaluation**

You must provide the price information in the format of the Pricing Document issued. The overall split for this tender evaluation is 50% price and 50% quality. A pricing ranking / standard deviation score mechanism will be used to provide tender scoring benchmarked against the lowest priced tender submission.

Where there appears to be an error in the submission (or supporting information) or where a calculation error becomes apparent then the Bidder will be notified and asked to confirm, clarify or withdraw the Tender.

* 1. **Quality Evaluation**

You must provide a statement in response to the various quality and design requirements set out in the project brief. A ranking / standard deviation scoring mechanism will also be used as part of the quality evaluation. Further details on the scoring mechanisms for both price and quality is included in Part C.

* 1. **Generally**

Throughout the evaluation process, the Council reserves the right to seek clarifications from tenderers, to achieve a complete understanding of the proposals received. This may include you meeting with officers and representatives of the Council to clarify your tender in more detail, but you will not be allowed to make any additions or changes to your tender once submitted.

* 1. **Awarding the Contract**

Once the successful tender (the highest scoring tender) is identified, the Council may require evidence to support any areas where the tenderer has self-certified compliance and will undertake an assessment of the successful tenderer’s financial stability as part of final due diligence checks.

In the event, serious concerns over the successful tenderer’s financial stability cannot be reconciled or satisfied, or the tenderer fails to provide evidence, the Council reserves the right not to award. Once tender evaluation is complete, tenderers will be notified simultaneously and as soon as possible of any decision made by the Council about contract award.

A project inception date has been scheduled in the project specification.

Following notification of the award decision, the successful tenderer will be required to sign or execute the written contract. Instructions for the signature or execution of that contract will be provided to the successful tenderer by the Council.

For this type of construction contract (JCT Design and Build 2016) there is likely to be a short period of discussion and formal agreement on any variations to the standard terms.

Tenderers must not undertake work or enter into any commitments for the subject matter of this invitation to tender in advance of the written contract being properly concluded.

The Council will not pay for any such work or commitments.

**SECTION 3 – CONDITIONS OF TENDER**

* 1. **Tender Return**

Tenders are to be sent via post, no later than 12 noon on Tuesday 24 May 2022. The email/envelope should be clearly labelled ‘**Private & Confidential, Tender for Lapstone Boardwalk** and should be addressed to:

Melanie Stephens

Clerk to the Council

Fair Oak & Horton Heath Parish Council

2 Knowle Park Lane

Eastleigh

Hants, SO50 5QB

The submission must include 2 copies of the tender document and any associated designs. Electronic copies of the tender should also be sent to [clerk@fairoak-pc.gov.uk](mailto:clerk@fairoak-pc.gov.uk) marked ‘**Private and Confidential – Lapstone Boardwalk**.

* 1. **Information to Be Considered**

Only the information contained within this invitation to tender document, or the accompanying documentation, or otherwise communicated by the Council or our consultant, should be considered by you when making your offer.

* 1. **Submission Format**

Your tender must be submitted in paper copy and posted in the supplied envelope to the Parish Council.

Tenderers should note that any questions asked later than one week before the tender return date may not be answered.

* 1. **Code Of Conduct**

In participating in a procurement process and submitting a tender, you agree not to canvass, discuss your tender submission or your participation in the process or any requirements regarding clarifications or meetings requests, with any Council Staff, Members, residents or other parties, other than those explicitly identified to them by the Procurement or Project Manager. Any breach of this code of conduct may be:

* + - A breach of confidentiality requirements;
    - A breach of the Data Protection Act 1998;
* General Data Protection Regulations (GDPR);
  + - Or potentially anti-competitive, collusive or corrupt.

Should the Council identify such a breach of this code of conduct, the Council reserve the right to remove your submission from further consideration.

You must not canvass support or preferred use of your organisation with publishing media of any kind or with any other tenderer or any member or officer of the Council, or any individual representing the Council. Any bidder that does not comply with this paragraph (3.4) shall have their tender rejected.

* 1. **Financial Stability of Successful Tenderer**

As part of the Council’s assessment of tenderers’ suitability for the contract, you must complete the Qualification Requirements and Reference information included in this invitation to tender pack, this will enable an assessment of your economic and financial standing. Please ensure that you can evidence the following:

* + - The Council will take a proportionate approach to financial checks and where the project represents a financial risk to the council then the following shall apply:
    - That your financial ratios demonstrate your organisation to be financially viable and a low risk for the Council – specifically the Council requires or that the latest audited accounts show the Current Assets to exceed the Current Liabilities, or such audited accounts to be submitted within the dates required by Companies House, namely a private company has nine months from the end of the accounting reference period in which to deliver its accounts, a public company has six months. Where this is not the case, the tender may be rejected.
    - The appropriate levels of insurance;
    - The organisation is not in breach of corporate tax or social security requirements or any other mandatory or discretionary requirements.

The Council may (at its discretion) seek a credit report regarding financial stability and risk (to facilitate assessing ratios) on receipt of tenders; this will be reviewed in conjunction with the above and any submitted supporting information.

Should there be any issues relating to any of the above – please contact our consultant to discuss and provide appropriate evidence with your tender return.

Failure to provide relevant evidence regarding the above or to mitigate risk to the Council, may result in your tender not being evaluated further.

***If you have previously completed a pre-qualification questionnaire, for this project, please include this information in place of the qualification requirements and reference information document.***

* 1. **Representations**

No representation by any officer of Fair Oak & Horton Heath Parish Council, nor any representation at all about any matter which has a bearing on the contract, other than one expressly contained in the signed or executed contract documents, shall constitute a term or condition of the contract nor a representation which gives the contractor grounds for rescinding the contract or claiming damages for misrepresentation.

* 1. **Qualification**

You must not qualify your tender or add conditions to it or statements that might be construed as making your tender equivocal. Qualified or conditional tenders are very likely to be rejected. The Council’s decision as to whether a tender is acceptable will be final.

You must obtain for yourself all information necessary for the preparation of your tender and satisfy yourself that the quality and standards specified by you or the Council are appropriate. Information supplied to tenderers by the Council or contained in Council publications is supplied only for general guidance in the preparation of your tender. You must satisfy yourself as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Council for any loss or damages of whatever kind and howsoever caused, arising from your use of such information.

* 1. **Law and Jurisdiction**

Tenders and supporting documents must be in English and prices must be in pounds- sterling. Any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of England and subject to the exclusive jurisdiction of the English Courts.

* 1. **Tenders Excluded**

Your tender will not be considered for acceptance if you (or anyone working for you or on your behalf) has engaged or attempted to engage in any corrupt practice or has canvassed the tender with any member or officer of Fair Oak & Horton Heath Parish Council.

“Corrupt practice” includes

1. offering, promising or giving an advantage (financial or otherwise) to a public official with the intention of inducing that person to act improperly or rewarding him or her for doing so and
2. requesting, agreeing to receive or accepting an advantage (financial or otherwise) with the intention that as a result a public official will act improperly.

“Canvassing” means trying to obtain support for a tender or trying to obtain information about another tender or proposed tender. If you have engaged or attempted to engage in any such practices and that comes to light after your tender has been accepted, then grounds will exist for the termination of the contract and the claiming of damages from you. It may also be a criminal offence.

It is unlikely that any tender will be accepted which:

1. is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in this invitation to tender document or
2. is delivered out of time or in a manner other than specified in these instructions. It is therefore in your interests to make sure that you that you follow these instructions to tenderers.
   1. **Abnormally Low Prices**

The Council places significant importance around the quality elements of this invitation to tender and accepts that to achieve this may result in an impact on price. Where the Council has, concerns regarding sufficiency of price, the Council reserves the right to seek clarifications and where insufficiently reassuring, reserves the right to disqualify the tender as inadequate and incomplete.

Where this information is not supplied, or the information does not satisfactorily account for the low prices the Council reserve the right to reject the tender as abnormally low, insufficient and incomplete.

* 1. **Price Manipulation**

Where the tender includes multiple schedules and/or various pricing documents, scoring individual elements, and an individual price appears inconsistent to affect the scores significantly, the Council reserves the right to seek clarifications and where insufficiently reassuring, reserves the right to disqualify the tender as being in breach of the conditions of tender.

* 1. **Blacklisting**

The Council deplores the illegal practice of “blacklisting” and tenderers are required as part of the qualification requirements and reference information to self-certify that they have not been involved in blacklisting in the previous three years and that they will not take part in blacklisting in the future. Where a tenderer is unable to self-certify, the Council will review the information provided and assess, in a transparent and reasonable manner, whether the organisation should be excluded from the competition.

* 1. **Anti-Corruption and Collusive Tendering**

If the Council considers that a cover price (i.e. a tender that is not intended to be considered seriously) has been submitted, the Council may reject the tender. Please note that local authorities are encouraged to report any evidence of price fixing arrangements.

By submitting your tender, you confirm that you have not committed a Prohibited Act; such as defined below:

* + - directly or indirectly offering, promising or giving any elected member of the Council or any person working for or engaged by the Council a financial or other advantage to induce that person to perform improperly a relevant function or activity or rewarding that person for improper performance of a relevant function or activity;
    - directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity about this contract;
    - committing any offence under the Bribery Act 2010;
    - committing any offence under section 117(2) of the Local Government Act 1972;
    - committing any offence of fraud;
    - defrauding, attempting to defraud or conspiring to defraud the Council;
    - fixing or adjusting the amount of your tender by or under or in accordance with any agreement or arrangement with any other person. You also certify that you have at no time, before or following the submission of your tender, carried out any of the following acts:

1. communicating to any person except the Parish Council the amount or approximate amount of your proposed tender, except where such disclosure, in confidence, is necessary to obtain legal or financial advice or insurance premium quotations required for the preparation of the tender;
2. entering into any agreement or arrangement with any person that he will not submit a tender in competition with you or as to the amount of any tender that he will submit;
3. offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or arranging for any of the actions mentioned in (i) or (ii). In the context of this paragraph, the word ‘person’ includes any individual and any company, firm, business, association or other body and ‘any

agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

* 1. **Freedom of Information and Data Protection**

The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 require the Council to disclose on request information it holds. Information may only be withheld where a statutory exemption applies. In providing information to the Council, you therefore accept that such information may be disclosable under the Act or the Regulations and you should not provide information as part of your tender on an “in confidence” basis. If you consider that any information should not be disclosed because a statutory exemption applies, you should clearly mark it as such, stating the reasons for claiming the exemption. However, the final decision as to whether information should be disclosed or not shall be made by Fair Oak Parish Council. The Council will retain information gathered as part of this tender exercise in accordance with its Retentions and Deletions Policy.

The Data Protection Act 1998 protects personal information of living individuals. If a contract resulting from this tender procedure would involve you in handling any such information, you must be registered under the Data Protection Act and comply with its provisions.

* 1. **Public Rights of Audit**

The Local Audit and Accountability Act 2014 gives interested members of the public, for a limited period each year, access to the Council’s accounting records. For the purposes of this exercise, the Council’s records include contracts that the Council has with its suppliers.

You should note that any contract awarded after this procurement may be disclosed to a member of the public during the audit period. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 and any commercially sensitive or confidential material that would, in the Council’s judgement, fall within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

* 1. **Government Transparency Initiative**

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Central Government requires local authorities to publish tender opportunities online (including all invitation to tender documents for contracts) valued over £25,000. In tendering for this contract, you should be aware that if your tender is successful, the resulting contract may be disclosed to members of the public. Limited redactions will be made only to comply with existing law.

* 1. **Bond & Parent Company Guarantee**

The Council reserves the right to require tenderers to provide a price for the provision of a bond and/or a parent company guarantee. Once the leading tender is identified, the Council will consider, having due regard to all relevant risks, whether to require the tenderer to provide a bond and/or parent company guarantee as part of the contract agreement. Even if the Council elects not to require a bond or parent company guarantee at the start of the contract, it can require the tenderer to provide one or both at a later stage, subject to variations in the contract document. The decision on whether to require a bond or guarantee is Fair Oak Parish Council’s alone.

* 1. **Warranties**

By submitting a tender, you warrant, represent and undertake to the Council that:

* + - All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by you, your staff or agents about or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission;
    - You have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the tender and that you have not submitted the tender and will not be entering into the contract (if the same be awarded to you by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council;
    - You have full power and authority to enter into the contract and perform the obligations specified in the specification and conditions of contract and will, if required, produce evidence of such to the Council;
    - You are of sound financial standing and have and will have sufficient working capital, skilled staff, equipment and other resources available to you to perform the obligations specified in the specification and conditions of contract; and
    - You will not at any time during the term of the contract or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of what nature owned or controlled by the Council and which is for the time being in the possession of you as contractor.
  1. **Collateral Warranties**

Where the contract includes a requirement for a design or works by a third party, such as a sub-contractor, the third party may be required to provide a collateral warranty in a form approved by the Council. This will be covered within the contract documentation.

* 1. **Health and Safety**

If you are awarded the contract, you will be required to comply with the Health & Safety at Work etc. Act 1974 and any requirements of the Health and Safety Executive as relevant to the services or works to be delivered, including CDM regulations.

* 1. **Public Services (Social Value) Act 2012**

The Council is committed to ensuring that all procurements consider the economic, social and environmental well-being of the Parish and surrounding area. As such, we require all tenderers to incorporate this commitment to our residents, in their submissions, through avenues such as (but not limited to):

* + - Supply chain selection and collaborative working,
    - Local recruitment opportunities
    - Local apprenticeships
    - Community projects/ sponsorship schemes
  1. **Contract Conditions**

The broad client requirements for this contract as set out in the specification and supporting brief. The contract will be a JCT Design & Built (2016), with a schedule of amendments as agreed.

* 1. **Sub-Contracting**

Any sub-contracted aspects of the works should be clearly identified in your tender proposal. If you are awarded the contract and intend to sub-contract additional aspects of the work, this can only be agreed with the express written consent of the Council. All sub- contractors must reflect the requirements of the contract with the Council.

Where a sub-contracting arrangement is permitted, the contractor will be required to provide a copy of the sub-contract on request by the Council.

* 1. **Specification, Drawings and Supporting Information**

You are advised to read all project information carefully and to ensure the requirements are properly addressed and priced for within your tender response. The Council cannot accept additional information or any changes to your submission after the return date, if you have missed or misunderstood information in the invitation to tender.

* 1. **Purchase Orders and Invoices**

You must not accept any verbal instructions or personal e-mails as initial orders. Please be advised that any invoice received without a valid Council Purchase Order number will not be paid.

PART C: BIDDER’S RESPONSE

DOCUMENTS

## New Boardwalk,Lapstone Playing Fields, Pavilion Close, Fair Oak, Eastleigh

## E:449311/N:117683

Issue Date: 3 May 2022

### - FORM OF TENDER

To: TENDER FOR: **New Boardwalk, Lapstone Playing Fields, Pavilion Close, Fair Oak**

I / We the undersigned, having examined the specification and project profile are willing to execute the whole of the work required in PART A of the Pricing Schedule for the sum of £

Business Name:

Business Address:

Company or Other (e.g. Partnership) Registration No.:

Employee Name:

Employee Title:

Telephone No.:

Email Address:

Date:

I / We understand that:

1. We have read and understood the invitation to tender and conditions of contract issued by the Council for the provision of the above contract. We are fully satisfied that we can meet, in all respects, the requirements of the Council. We have had the opportunity, before we submit our tender, to ask the Council for clarification of anything we did not understand. Please note you must submit only one tender.
2. We offer to perform and complete the contract in accordance with the specification, the conditions of contract and our tender for the prices shown in the attached Pricing Document held open for timescale stated in the Project Specification and Brief document.
3. We confirm that if our tender is accepted we shall, upon demand:
   * + Produce evidence that all relevant insurances, policies, licenses and certificates of compliance with relevant legislation and policy are held and in force.
4. This Tender must be returned by the method and date stated previously.
5. At the Councils discretion, there may be an interview for the successful Tenderer involving a presentation and interview/meeting.

Employees Signature

### – QUALIFICATION REQUIREMENTS AND EFERENCES

1. Organisation Information
   1. Name of organisation in whose name the tender would be submitted

Name of the main contractor who will act as lead bidder for the purposes of this tender:

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* 1. Contact details:

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| Name: |
| Position in organisation: |
| Telephone no.: |
| Fax no.: |
| Email address: |

* 1. Main address for correspondence:

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* 1. Legal status of your organisation (tick as applicable):

|  |  |
| --- | --- |
| Sole trader |  |
| Partnership |  |
| Private Limited Company |  |
| Public Limited Company |  |
| A Higher Education Institution |  |
| A Local Authority |  |
| Voluntary organisation |  |
| A consortium of companies |  |
| Other (please specify) |  |

* 1. Company Registration details:

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| --- |
| Company Registration no: |
| Date of registration: |
| Registered address (if different from above): |

* 1. Date organisation commenced business (and date of incorporation in the UK if different):

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* 1. VAT registration number:

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* 1. Please state the names of all other organisations and sub-contractors to be involved in the tender/contract, your relationship with them and the respective roles and responsibilities:

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* 1. Please provide enclose details of your organisation’s national structure and total number of employees, e.g. organisation chart showing location network and range of business units.
  2. Is your company a subsidiary of another company? If so, please provide the name and registered office address of the holding or parent company and the ultimate parent (if applicable):

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* 1. Is your company affiliated or associated with any other company which would be capable of tendering for these services? If so, please provide the name and registered office address:

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* 1. Has any director, partner or associate been employed by Fair Oak & Horton Heath Parish Council or its predecessor bodies? (If so, please give details.)

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* 1. Does any director, partner or associate have a relative(s) who is employed by Fair Oak & Horton Heath Parish Council or its predecessor bodies at a senior level or is a Councillor? (If so, please give details.)

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* 1. Please give the number of offices and the locations of the main premises from which your organisation envisages providing manufacturing or production as part of this project.

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1. Eligibility
   1. Please provide confirmation that there are no grounds applicable to your company or to any parent company pursuant to which your company or parent company as a whole might be, or might become, ineligible to tender for this works. Please refer to: The Public Contracts Regulations 2015 – Para 57: <http://www.legislation.gov.uk/uksi/2015/102/regulation/57>

*Delete as appropriate*

Confirmed \* Not confirmed \*

If not confirmed, please supply details separately.

*Note : Evidence may be sought at a later date, in confirmation of your answer.*

1. Business and Professional Conduct
   1. Are there any court actions and/or employment tribunal hearings outstanding against your organisation? If so, please give details:

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* 1. In the last three years has your organisation:

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| --- | --- | --- |
| 3.2.1 | Been involved in any court action and/or employment tribunals? | **YES/NO** |
| 3.2.2 | Paid damages in respect of failure to perform any contract? | **YES/NO** |
| 3.2.3 | Had a contract terminated or been refused the opportunity to re-tender for a contract? | **YES/NO** |
| 3.2.4 | Been successfully sued for breach of contract? | **YES/NO** |
| 3.2.5 | Withdrawn from a contract before the agreed completion date? | **YES/NO** |
| 3.2.6 | Had proceedings for a Receiver, Manager, or Administrator on behalf of a creditor appointed in respect of the organisation’s business? | **YES/NO** |

* 1. If you have answered YES to any of the above questions, please provide details, including appropriate judicial or equivalent extracts:

1. Financial
   1. Please indicate the annual turnover of organisation, in whose name the tender would be submitted, over the last 3 years. If your organisation is part of a group, please give figures for both your own organisation and the group:

|  |  |  |
| --- | --- | --- |
| Year | Organisation annual  turnover (£) | Group annual turnover (£)  (where applicable) |
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* 1. Your Company Accounts:
     1. If you are an organisation that is registered with Companies House, which you supply with a full set of Audited Accounts, **all you need to do** is to give us your Registered Company Name and Registration Number:

Registered Company Name and Registration Number:

* + 1. If your organisation is **not registered** with Companies House, or only publish “Abbreviated” accounts then please provide a set of the last three years audited accounts for your own organisation **(being the one which makes this application and which will directly provide the service),** and the holding company and/or the ultimate parent (if applicable).

Applicant Name:

* + 1. If your organisation has been trading for **less than 3 years**, the Parish Council will accept 2 years audited accounts.
    2. If the organisation has been established for **less than 2 years**, please provide a business plan for the whole organisation, including a profit and loss account, cash flow forecast and projected balance sheets covering at least the period of the contract.
  1. Please give details of any changes in company status since the last published accounts or any planned changes e.g. acquisitions, mergers, share issues, major investments, major loans, etc:

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* 1. Please give details of any event between the date on which the latest set of accounts was authorised for issue and the date of the submission of your response to this tender that, had the accounts not been authorised for issue until this submission date, would have required an adjustment or disclosure:

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* 1. Please provide a statement, of any other financial considerations you feel are of relevance at this stage to this tendering process.

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1. Insurance
   1. Please provide details (name of insurer and indemnity levels) of your organisation’s insurance in respect of:

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| --- | --- | --- | --- | --- |
|  | Insurer | Limit for single incident | Indemnity level | Policy (from  / to) dates |
| Public Liability |  |  |  |  |
| Professional Indemnity |  |  |  |  |
| Employers  Liability |  |  |  |  |
| Other |  |  |  |  |

* 1. In the event of your business being awarded the tendered contract, you will be required to provide a performance bond or company guarantee. Please indicate the arrangements you would be likely to put in place.

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1. Quality Assurance
   1. Please provide details of any quality assurance accreditation that your organisation holds or equivalent standard for the areas of work relevant to the contract. Please attach a copy of your quality assurance certificate if you have one. If no accreditation held, please attach a copy of your quality assurance policy.

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1. Staffing and Co-ordination
   1. Please provide brief details of how the key personal in your organisation who are likely to be involved in this project and recent experience:

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* 1. Total number of staff employed in your organisation:

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* 1. Please provide details of your staff and organisation’s qualifications and membership of any relevant trade associations and professional bodies:

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* 1. Please provide details of any equalities policy and has any findings made against your organisation by any court or tribunal, or in comparable proceedings in any other jurisdiction, which relate to discrimination in the workplace?

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1. Experience/References/Ability
   1. Please provide details in Table 1 of relevant contracts you have been awarded for the provision of services similar to those required by the Council for the past 5 years for works.

Table 1 – Experience

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Client name & full address** (public sector, central government or private sector) | **Brief description of works undertaken** | **Period of contract** | **Contact name and telephone number** | **Status of contract** (current / finished / terminated) | **Approx. contract Value £** |
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***NB. The Parish Council reserves the right to contact any or all of these organisations for a reference. The Council may also wish to visit them. Your permission to do so will be assumed unless you state any objections.***

* 1. Please detail below a brief statement detailing how you consider this experience to be relevant to our requirement.

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* 1. Please detail any proposals you may have for sub-contracting aspects of the project, naming the principal sub-contractors and the area(s) of works or service they would provide. This may include for example sub-contracted ground works.

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* 1. Please provide details of your manufacturing process and an estimate of average production timelines.

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1. Construction, Design and Management
   1. *Who is the name and title of the person in your organisation with executive responsibility for adherence to* The Construction (Design and Management) Regulations 2015?
   2. Please provide a brief outline or how you have managed health and safety requirements as part of similar schemes, with reference to CDM regulations.
   3. Please provide details of any industrial injuries while manufacturing and on site both as part of your business operations and those of any proposed sub- contractors.
2. Sustainability
   1. Please provide details of any company sustainability policies and standards.

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1. General Comments
   1. Please insert any general comments you wish to make:

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### 3 – PRICING DOCUMENT

**Note on tender evaluation**

The Council will be awarding the contract on the basis of the most economically advantageous tender, which will involve evaluating the potential quality as well as price of the submitted proposals.

The weighting attached to the evaluation is 50% price and 50% quality. The quality components to be evaluated include:

* Overall Design, Materials and Finishing
* Environmental Credentials
* End User Benefits including ongoing maintenance
* Project Management and Delivery Programme

In order to undertake this process, the Council will be using a formatted excel template to evaluate each tender using standard deviation from the lowest price and highest quality scored bid components to establish a final score per bid and an overall ranking of submitted bids. The bids will be evaluated by a minimum of two people independent of each other and the scoring combined to select a final preferred tender.

Feedback on scoring and bids will be provided as part of the procurement process.

### 4 – STATEMENT OF QUALITY

Please provide a response to each of the question areas detailed below, which will form part of the quality evaluation for this submitted tender.

**Q1.** Please provide information on how the design of your boardwalk will respond to the **design, material and finishing requirements** as set out in the project brief? Please provide images / illustrations to support your commentary where relevant.

Attachments should be labelled.

To be completed

**Q2**. Please provide information on the **environmental standards and approach to managing the environmental impact** of your boardwalk proposals?

To be completed

**Thank you for your interest and time in completing this submission**