



Trowbridge Town Council

Employers Requirements

For

New Football Pavilion



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CONTENTS

| | | |
|-------------|---|--------------------------|
| Section 1.0 | - | Instruction to Tenderers |
| Section 2.0 | - | Contractors Proposals |
| Section 3.0 | - | Contract Sum Analysis |
| A. | | Tender Summary |
| B. | | Pricing Summaries |
| C. | | Pricing Schedules |
| D. | | Preliminaries |
| E. | | Design Fees |
| F. | | Overheads and Profit |
| G. | | Design Development |
| H. | | Form of Tender |

Appendices

| | |
|----|-----------------------------------|
| A. | Tender drawings and specification |
| B. | Survey Information and Reports |
| C. | Preliminaries |
| D. | Pre-Construction Information |
| E. | Planning Decision Notice |
| F. | Legal Documents |
| G. | Anti-Collusion Certificate |
| H. | Tender Evaluation Model |

Section 1.0

Instruction to Tenderers

Section 1.0 Instructions to Tenderers

This document and all other documents referred to herein together form the Employer's Requirements.

1.1 Invitation to Tender

Contractors are invited to submit a fixed price tender for the construction of a two-change single storey changing hub comprising changing rooms, official change, shower and WC rooms, club room, gym and staff facilities. Located on the A361 to the East of Trowbridge, Wiltshire, BA14 6JB.

The successful Contractor, will be required to carry out the duties of Principal Contractor under the Construction (Design & Management) Regulations 2015. The Contractor will be fully responsible for completing the design, construction and commissioning of the works to meet the Employer's Requirements. The intention is to appoint the successful contractor on the basis of a non-adjustable fixed price lump sum contract.

Contractor intending to submit a tender for this project should inform Matt Simpson of WT Partnership via email of this intention: matt.simpson@wtpartnership.com.

1.2 General Tender Instructions

- 1.2.1 We have made every effort to ensure the completeness and accuracy of information provided to tenderers, but do not warrant any such information. Tenderers are required to satisfy themselves as to the accuracy and completeness of such information.
- 1.2.1 Tenderers shall be deemed to have obtained for themselves all necessary information as to the extent and nature of the services, risks, contingencies and any other circumstances, which might reasonably influence or affect the tenders.
- 1.2.2 The Employer does not undertake to award the Contract to the lowest priced or any tender, and reserves the right to cancel or withdraw the procurement at any stage; and/or not to award a Contract. In no circumstances shall the Employer incur any liability arising out of or in respect of the issue of this tender.
- 1.2.3 The Employer will not reimburse or be liable for any costs, expenditure, work or effort incurred by Tenderers in connection with or in responding to this tender or in connection with any part of the procurement including (without limitation), clarifications on submissions or further work undertaken by Tenderers either during the post-tender clarification period or at any other time up to the final Contract award, including if the procurement process is terminated or amended by the Employer.

1.3 Accessing the Tender

- 1.4 The tender process will be run by WT Partnership. The tender and associated documents have been provided via a Sharepoint link with this document. If you have any issues accessing the documents please contact Matt Simpson at WT Partnership, email: matt.simpson@wtpartnership.com. Tender Clarifications
- 1.4.1 Tenderers seeking to clarify any term, clause, statement or interpretation of any of the Tender documentation must submit their clarification through to WT Partnership advising of your request for clarification.
- 1.4.1 Other than responses to written questions submitted in accordance with this paragraph, no representative of WT Partnership or the Employer or its advisers has the authority to give any representations (express or implied) in relation to this tender or the procurement process as a whole.
- 1.4.2 WT Partnership will endeavour to respond to all such enquiries within 48 hours of receipt and will send all other Tenderers a list of submitted enquiries and answers. Tenderers should indicate any information they consider to be confidential. If WT Partnership or the Employer disagrees, the Tenderer will be given the opportunity to withdraw the query.
- 1.4.2 All clarifications should only be submitted in writing to WT Partnership via email to matt.simpson@wtpartnership.com.
- 1.4.3 The Employer through WT Partnership will not respond to any clarifications received within five(5) Working Days of the Tender return date.
- 1.4.4 Any queries raised and their subsequent responses will be shared with all tenderers unless marked commercially sensitive. WT Partnership will have the final decision over whether a query will be shared with all parties.
- 1.4.5 The fact that the Tenderer has been invited to Tender does not necessarily mean that it has satisfied WT Partnership regarding any matters previously raised. WT Partnership make no representation regarding any Tenderer's financial stability, technical competence or ability in any way to perform the Services.
- 1.4.6 If you require any further information regarding the completion of the tender documents, please raise this as a query with WT Partnership

1.5 Submission of Tenders

- 1.5.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the required Form of Tender at the end of this document or any part of this Invitation to Tender.
- 1.5.1 Tenders must not be qualified in any way and must be submitted strictly in accordance with the Invitation to Tender, including these instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering

the Tenders equivocal and/or placing it on a different footing from other Tenders.

- 1.5.2 Tender must be submitted to WT Partnership by no later than the date given on the tender invitation or such later date as Trowbridge Town Council notifies the Tenderer.
- 1.5.3 Any Tenders received after such time and date will not be considered for acceptance by Trowbridge Town Council or WT Partnership.
- 1.5.4 The Tenders must be signed:
 - 1.5.4.1 Where the Tenderer is an individual, by that individual;
 - 1.5.4.2 Where the Tenderer is a partnership, by all the partners or by at least two partners signing under a power of attorney on behalf of the other partners, a copy of which is provided with the tender;
 - 1.5.4.3 Where the tenderer is a company; by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.
 - 1.5.4.4 The tenderer shall keep its tender(s) valid and open for acceptance by WT Partnership or the Employer for 180 days after the return of tenders or such longer period as may be agreed with all tenderers by WT Partnership and or Employer.
- 1.5.5 Tenders must remain open for acceptance for a period of 180 days from the date fixed for the submission of tenders unless previously withdrawn.
- 1.5.6 The Tenderer is requested to check the documents and the number of each page and if any pages are missing or duplicated or if any writing or figures are indistinct, to notify WT Partnership via email
- 1.5.7 It is the Tenderer's responsibility to ensure that the tender documents are delivered to the specified email address before the deadline and that the content of the submission fulfils the specified requirements in the Invitation to Tender.
- 1.5.8 Tenderers must ensure that documents are clearly named. All supporting documentation should be clearly named and not just refer to e.g. Doc 1. For instance, attached plans should be labelled Your Company Name - Appendix XX -Plans

Please note that any electronic copies must be supplied in a format that can be opened in Microsoft Office applications e.g. Word, Excel. Tenderers may provide scanned or .pdf file formats as a control version if they wish.
- 1.5.9 Tenderers should note that completed Tenders (including all associated documents) received after the closing date and time will be automatically rejected and the Tenderer eliminated from the procurement process.
- 1.5.10 Tenderers must attach any proposed changes or amendments to the Specification or the Contract. Please be advised that the Employer is not obligated to consider or accept any proposed changes or amendments.

- 1.5.11 The Contractor shall take full responsibility for the design included in the Employer's Requirements and any necessary completion of detailed design.
- 1.5.12 The Contractor shall clearly identify any proposed changes from the Employer's Requirements in their contractor's proposal when they submit their tender. If no qualification is made and in the subsequent evaluation of tenders a change is found, the Tenderer will be asked to accept compliance at no extra charge or he may be requested to withdraw his tender. Any divergences found subsequent to the Tenderer's appointment will be dealt with in accordance with the Contract Conditions.
- 1.5.13 Tenderers should be aware that there is a maximum file size limit of 50mb per document.
- 1.5.14 Please do not submit additional marketing or sales material as this will be disregarded.

1.6 Confidentiality

All information supplied by WT Partnership or the Employer in connection with the Invitation to tender shall be treated as confidential by the Tenderer except where such information is disclosed for the purposes of obtaining commitments from any proposed sub-contractors or sub-consultants and other information required to be submitted with the Form of Tender.

- 1.6.1 The Invitation to Tender and every part of it and all other information provided by WT Partnership, and Consultant team or on behalf of the Employer must be treated as private and confidential. The tenderer should not disclose the fact that he has been invited to tender or release details of the Invitation to Tender other than on a strictly confidential basis to those parties they need to consult for the purposes of preparing the tender.
- 1.6.2 The tenderer shall not at any time release any information concerning the Invitation to Tender and/or their tender and/or any related documents and/or any discussion with WT Partnership or the Employer for publication in the press or on radio, television, screen or any other medium.
- 1.6.3 The tenderer warrants to WT Partnership that no document that it prepares as part of its tender shall infringe any intellectual property rights of any third party and undertakes to indemnify WT Partnership and the Employer in respect of any legal liability and related costs arising out of or in connection with any such infringement of any such intellectual property. WT Partnership and the Employer reserve the right to retain all tenders submitted by tenderers throughout the period that their tenders remain valid and open for acceptance.
- 1.6.4 The Tenderer must operate an established anti-bribery policy in accordance with the Bribery Act 2010 and in relation to the tender process must NOT:-
 - 1.6.4.1 Inform anyone else of your tender price(s), rates or other proposals, even approximately or in outline, before the date of contract award. The only exception being if disclosure, in confidence, is necessary to obtain insurance premium quotations warranties or other guarantees required for this tender.

- 1.6.4.2 Adjust or fix the amount proposed to be inserted in the Tender in accordance with any agreement or arrangement with anyone else.
- 1.6.4.3 Offer any inducement or reward for the award of this or any other contract with the Employer as this will disqualify your tender and may constitute a criminal offence.

1.7 Tender Compliance

- 1.7.1 Tenders, which are incorrectly completed, may NOT be considered. Tender offers must be submitted using the official tender documents.
- 1.7.2 The Employer reserves the right to reject any tender submitted after the Tender Return Date.
- 1.7.3 The Employer reserves the right (acting in accordance with the Regulations) to reject or disqualify a Tenderer where the response does not comply with the procurement where there is evidence of collusion or corruption or fails to meet the Employer's documents, Requirements.
- 1.7.4 The Employer reserves the right. Any Tenders or other documents submitted by any Tenderer in respect of which the Tenderer:
 - 1.7.4.1 fixes or adjusts the prices, charges and rates shown
 - 1.7.4.2 by or in connection with any agreement or arrangement with any other person; or
 - 1.7.4.3 by reference to any other Tenders; or
 - 1.7.4.4 communicates to any person other than WT Partnership or the Employer any information except in accordance with Section 1 above; or
 - 1.7.4.5 enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Tenderer in its Tender and other documents; or
 - 1.7.4.6 offers or agrees to pay or give or does pay or give any sum of money, inducement 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 any other Tenderer or any other proposed Tenders or other documents any act or thing of the sort described above; or

1.7.4.7 in connection with its Tender or the award of a Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or

1.7.4.8 has directly or indirectly canvassed any employee, director, member or official of WT Partnership or the Employer concerning the acceptance of any Tender or has directly or indirectly obtained or attempted to obtain information from any such employee, director, member or official concerning any other Tenders submitted by any other Tenderer; or

1.7.4.9 fails to use the English language; or

1.7.4.10 fails to state monetary amounts in Pounds Sterling

shall not be considered for acceptance and shall accordingly be rejected by WT Partnership provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to WT Partnership in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

1.7.5 WT Partnership may in its absolute discretion refrain from considering Tenders if:-

in any respect, it does not comply with the requirements of the Invitation to Tender including these Instructions; and/or

the Tenders contain any significant omissions

1.7.6 Regulation 69 of the Public Contracts Regulations 2015 (as amended) allows a contracting authority to reject an abnormally low bid. WT Partnership reserves the right to request clarification or the submission of evidence for any submitted prices that it believes to be unsustainably low and the rejection of any bid whereby following the procedure set out in Regulation 69 the bidder has failed to adequately verify the submitted prices.

1.7.7 WT Partnership reserves the right to disqualify any bid that it considers to be abnormally low, whether in the element of pricing or resources dedicated to delivery of the contract.

1.8 Non-Collusive Tendering

1.8.1 Any Tenderer who:

1.8.1.1 Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

1.8.1.2 Communicates to any person other than WT Partnership the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a Contract guarantee Bond); or

1.8.1.3 Enters into any agreement or arrangement with any other person that such other person shall refrain from tendering or as to the amount of any Tender to be

submitted; or

- 1.8.1.4 Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing of having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission; will, (without prejudice to any other civil remedies available to the Employer) be disqualified.

1.9 Tenderer's Warranties

- 1.9.1 In submitting its tender, the tenderer warrants, represents and undertakes to WT Partnership that: -

- 1.9.1.1 It has not done any of the acts or matters referred to in Sections 7 (1-7) above and has complied in all respects with these instructions
- 1.9.1.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to WT partnership by the tenderer, its employees or agents in connection with or arising out of the tender are true, complete and accurate in all respects;
- 1.9.1.3 It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender(s);
- 1.9.1.4 It has satisfied itself as to the correctness and sufficiency of information it has included within its tender;
- 1.9.1.5 It has full power and authority to enter into a Contract;
- 1.9.1.6 It is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel and other resources available to it to complete the works;
- 1.9.1.7 It has and will from time to time obtain and maintain all necessary and further consents, licences and permissions to enable it to perform the Services and continue to do so for the duration of the contract; and
- 1.9.1.8 It will not at any time claim or seek to enforce any lien, charge or other encumbrances over property of whatever nature owned by WT Partnership, or the Employer and that is for the time being in the possession of the tenderer.

- 1.9.2 Any Tenderer who directly or indirectly canvasses any employee, director, member or official of WT Partnership or the Employer concerning the award of the Contract for the provision of Services or who directly or indirectly obtains or attempts to obtain information from any such employee, director, member or official of WT Partnership or the Employer concerning any other tender or proposed tender for the Services will be disqualified.

1.10 Tender Amendments

- 1.10.1 Should any alteration to the tender documentation be deemed to be necessary by the Employer/Project Quantity Surveyor, such alterations will be issued in writing by email by

WT Partnership. Such addenda notices should be signed by an authorized representative of the Tenderer and returned as part of their submission.

1.11 Site Visit

- 1.11.1 Applications for visiting the site should be made through WT Partnership. The Contractor will be deemed to have visited and inspected the Site throughout the tender process and will be expected to make themselves conversant with all site details. It will be assumed that such observations will have been made prior to tender submission, and no claims arising from lack of knowledge of site conditions will be entertained.

1.12 Basis of Prices

- 1.12.1 Tenderers will also be required to submit their site preliminary costs.
- 1.12.2 Quantities, volumes and/or values are all to be advised by the Contractor as part of their fixed price tender submission. The Tenderer will be asked to complete the blank Contract Sum Analysis provided as in Section 3.0. This must be completed in full, and provide a breakdown of costs where requested.
- 1.12.3 The prices quoted must be in pounds sterling (£), exclusive of Value Added Tax, and must include the cost of all associated costs in connection with delivering the Employer's Requirements

1.13 Sub-Contracting

If the Contractor intends to sub-contract aspects of the works/services to a Sub-Contractor the Contractor will be required to provide a Sub-Contractor Warranty in the form set out in Appendix F

1.14 Procurement Programme

| Tender Stage | Date |
|---------------------------------------|-----------------------------------|
| 1. Issue of Tender Documentation | 14th January 2022 |
| 2. Deadline for submission of queries | 5 days before the submission date |
| 3. Tender submission date | 18th February 2022 |
| 4. Interview date (If required) | TBC |
| 5. Confirmation of successful tender | May 2022 |
| 6. Proposed Start on Site | TBC |

1.15 Guarantee Bond / Parent Company Guarantee

Upon award of the contract, the successful tenderer will be required to provide a guarantee bond in favour of the Client. Bond to be ABI Standard Performance Bond and value of 10% of the contract value

Section 2.0

Contractors Proposals

Section 2.0 Contractor's Proposals**2.1 Generally**

The Contractor shall submit a written Proposal in which he describes his intentions in respect of his response to the requirements of 2.2 onwards. The proposal shall be specific to the Project and not contain generalised statements on the Contractor's operating policy and procedures and support collaborative working to ensure "good ideas", common design information, avoiding "problem situations" with cost effective solutions.

2.2 Management Structure and Personnel

2.2.1 The on-site and off-site management structures, responsibilities and lines of communication.

2.2.2 The names and designations of the staff the Contractor proposes to provide for the management of the project from appointment to completion, together with a short account of their experience in similar contract management roles with reference to Design and Build forms of contract and the types and location of building projects upon which they have been employed.

2.2.3 Designations and numbers of support staff the Contractor expects to provide for: -

- Pre-Construction Period
- Construction Period
- Post-Construction Period

2.3 Site and Quality Control

2.3.1 A Method Statement which considers good practice principles for site management and in particular the quality control methods to be employed.

2.3.2 A Quality Statement covering all aspects relating to the resourcing, implementation and delivery of the works on site; including the training, instruction and management of all Sub-Contractor's and

2.3.3 Details of the Contractor's proposals regarding temporary site accommodation for his own and sub-contractors use.

2.3.4 The protection of the Works and the means of ensuring that the site is run in a clean, proper and efficient manner.

2.3.5 Details of the Contractor's proposals regarding security of the site during both normal hours and out of hours and for delivery, unloading and storage of materials and the removal of rubbish etc. from the site.

- 2.3.6 A statement regarding the Contractor's "good neighbour" policy, in particular how he intends to deal with residential or commercial neighbours complaining about site activities disrupting their peace and quiet or business operations. (The Contractor should indicate any potential problems specific to the project being tendered for and explain what action he proposes to take to avoid such complaints).

2.4 Sub-Contractor's

- 2.4.1 A list of the names of Sub-Contractor's used in the preparation of the Contractor's tender.
- 2.4.2 A statement describing the organisation and resources which the Sub-Contractor proposes and undertakes to provide to safeguard the health and safety of his operatives and any person who may be affected by the works.

2.5 Construction (Design and Management) Regulations

- 2.5.1 Details of the Contractor's proposals in respect of the Construction (Design and Management) Regulations.

2.6 Programming

2.6.1 Programme

The Contractor should prepare the project programme using a recognised planning software package, which is logically linked and demonstrates a critical path. The order and timing of the agreed design, procurement and construction activities are to be prepared in reasonable detail to achieve an effective and efficient programme. Design, procurement and construction activities should all be linked so that forecasting project deliverables is possible at all stages. Minimum requirements are as follows:

2.6.2 Design

Identify Design Release dates to co-ordinate with procurement and construction programme.

2.6.3 Construction

Overall summary of when works start & finish including temporary works; plus identify any day and night time working.

2.6.4 Progress

Progress should be monitored and reported to the PM weekly; including current position and forecast completion. Recovery methodologies to be developed in the event of reasonable delay and agreed.

2.7 Liaison with Other Contractor's on Site

- 2.7.1 The Contractor will be required to provide any Sub-Contractor with suitable site welfare facilities for the duration on the works.

2.8 Innovation of Buildability

- 2.8.1 In addition to and at the same time as his tender for the Works as defined in the Employer's Requirements, the Contractor may, at his discretion, submit alternative method(s) of construction for consideration. Alternatives involving significant changes to other work may not be considered.
- 2.8.2 Such alternative(s) will be deemed to be alternative tender(s) and each must include a complete and precise statement of the effects on cost, programme and any Health & Safety implications. Full information or alternatives must be submitted with the Contractor's tender together with details of any consequential amendments to the design and/or construction of other parts of the Works.

Section 3.0

Contract Sum Analysis
See Attached Excel Spreadsheet

Section 3.A

Tender Summary

Section 3.B

Pricing Summary

Section 3.C

Pricing Schedules

Section 3.D

Preliminaries

Section 3.E

Design Fees

Section 3.F

Overheads & Profit

Section 3.G

Design Development

Section 3.H

Form of Tender

Form of Tender**Procurement of 2 Team Change Sports Pavilion, Trowbridge Town Council**

Having examined the Tender Documents for the above works and services, we offer and undertake to carry out the said works and services in conformity in all respects with the Council's requirements as set out in the Employer's Requirements.

I/We..... (Co. Name) undertake to provide the works and services to Trowbridge Town Council strictly in accordance with the above-mentioned documents at the rates and prices stated within Section 3.0 Contract Sum Analysis.

Unless and until a legal agreement is executed then this tender together with the Employer's written acceptance thereof shall constitute a bind contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of..... 2021

Signature.....

Name and Position in Company

Full name and Address of Company
.....

Telephone no

Email address

Appendix A – Tender Drawings and Specification

Appendix B – Survey Information & Reports

Appendix C – Preliminaries

Appendix D – Pre-Construction Information

Appendix E – Planning Notice

Appendix F – Legal Documents

Appendix G – Anti-collusion Certificate

Appendix H – Tender Evaluation Model