

202310 – Millennium Path, Henry Smith Playing Fields, Brook End, Pottton, Bedfordshire - Invitation to Tender, (ITT)

Introduction

This invitation to tender is for the procurement of civil engineering works for the removal of existing footpath and installation of a new footpath including 64 bi-directional solar powered (SolarLite F Road Studs) at Brook End, Pottton, Bedfordshire.

The ITT contains the following:

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Contract Header Page

Contract Title	Millennium Path, Brook End
Project Ref:	202310
Project Location	Millennium Path Henry Smith Playing Fields Brook End Potton Bedfordshire
Employer	Potton Town Council
Address	The Community Centre Brook End Potton SG19 2QS
Email	Pottoncouncil@btconnect.com
Telephone	01767260086
Description of the Works	Removal of existing footpath and installation of a new footpath at Brook End, Potton.

Letter of Invitation

This document constitutes an invitation to tender for the Removal of existing footpath and installation of a new footpath including 64 bi-directional solar powered (SolarLite F Road Studs) at Brook End, Potton, Bedfordshire for Potton Town Council, the Employer.

The Tenderer shall note the following:

- (a) The Tenderer is invited to submit a tender to provide the works as detailed in this document.
- (b) The attached document will describe how the Tenderer is to submit his tender.
- (c) The Tenderer accepts that by submitting a tender return for this project the Tenderer is deemed to have accepted the tender process and conditions of contract.
- (d) The Tenderer is to acknowledge in writing to the Employer, within 3 working days, clearly stating their intention to accept or decline the invitation to tender. If declined the Tenderer is to return all the tender documentation and this will be treated in total confidentiality.
- (e) The Tenderer is to check this document together with all accompanying documents, particularly the Specification, and if any pages are missing, duplicated or the text is indistinct please notify the Employer, as the Employer will accept no liability for such errors or omissions.
- (f) All items in the Pricing Schedule should be priced. Our Payment terms are 30 days after approved invoice. This must be replicated as a maximum for subcontractors used on this project.
- (g) It is important, for the proper comparison of Tenders that no unauthorised alterations have been made to the Tender Documents. Tenders containing unauthorised alterations or qualifications may be rejected. If you consider that changes are necessary, your proposals for such changes must be submitted to the Employer at once for consideration and if the Employer approves them, they will be circulated to all other potential Tenderers.
- (h) Any attachments/additions that are not identified or are general sales material may be excluded at no liability to the Employer. You are therefore asked not to enclose any documents, brochures or other materials unless you are specifically requested to do so. You must retain the sequence of the questions and the numbering in your response.
- (i) Bids shall remain open for acceptance for a minimum of 90 days. The Employer expects to decide award of contract within 30 days of the closing date for submission of Tenders.
- (j) The Employer is not bound to accept any Tender or make any award from this Invitation to Tender. The contract will be awarded based on the Most Economically Advantageous Tender, based on the award criteria as set out below subject to satisfying the Employer's requirements set out in Part A (selection Criteria). Acceptance of the tender by the Employer shall be in writing and on the Employer's terms and conditions, which are supplied as part of our Tender requirements.

- (k) Please note this is not an order. If your Tender is accepted, an official purchase order will be raised. The order will be subject to the Terms and Conditions of Contract as published with this tender or referenced by this tender.
- (l) Help and support The Employer will provide as much support and information as it can to help guide you through the Tender process. Questions asked together with the response, will be made available to all Tenderers, to ensure a fair and consistent approach to all. If there is anything you are not sure of or need clarification of, then please contact us using the method shown below.

Tender Key Dates	Below is an indication of this Tender timeline, this may change and the Employer will not be liable for any changes.	
Tender Release Date (TRD)	19.10.23	
Last date for questions	10.11.23	
Deadline for submission (DS)	17.11.23	
Evaluation (E)	28.11.24	
Contract Award (CA)	12.01.24	
Contract Start (CS)	15.04.24	

Clarification Questions	All clarification questions must be submitted in writing before the last date for questions is reached.	
Contact details	Potton Town Council The Community Centre Brook End Potton Bedfordshire SG19 2QS Email: pottoncouncil@btconnect.com	

Condition of Tender

The following is a condition of this tender:

- (a) All communication shall be in writing.
- (b) The tender documents remain the property of the Employer. The ITT and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or part, without prior written consent from the Employer.
- (c) This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.
- (d) As a public body, the Employer is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulations 2004 ("EIR") in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information. The Employer shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA or the EIR. While the Employer aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done.
- (e) Tenderers should be aware that, in compliance with its transparency obligations, the Employer routinely publishes details of its contract(s), including the contract values and the identities of its Tenderers on its website.
- (f) The Employer reserves the right (but shall not be obliged) to seek clarification of any unclear or ambiguous aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. For the avoidance of any doubt, the Employer will not provide opportunity to submit revised bids or improved submissions.
- (g) No publicity regarding the Services or the award of any Contract will be permitted unless and until the Employer has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Employer.
- (h) Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:
 - a. Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, Tenderer, consortium member or provider of finance.
 - b. Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.

- c. Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
 - d. Canvass the Employer or any employees or agents of the Employer in relation to this procurement.
 - e. Attempt to obtain information from any of the employees or agents of the Employer or their advisors concerning another Tenderer or Tender.
- (i) The Tenderer is responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Employer and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Employer.
 - (j) The Employer reserves the right to waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Employer.
 - (k) The Employer reserves the right to seek clarification or documents in respect of a Tenderer's submission.
 - (l) The Employer reserves the right disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
 - (m) The Employer reserves the right to disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
 - (n) The Employer reserves the right withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
 - (o) The Employer reserves the right choose not to award any Contract because of the current procurement process.
 - (p) The Employer reserves the right make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
 - (q) The Employer will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Employer.
 - (r) The Employer expects its Tenderers to deliver works, services or goods with due regard to environmental protection, health and safety and equalities legislation and Employer's contract reflects these values.
 - (s) The Tenderer must make an appointment to attend a site visit to meet with a representative of Employer and measurements of works must be taken at this point in order to provide quotes. The measurement of work confirmed on the quote shall be deemed as correct and not subject to adjustment when work commences.

Documentation to be submitted by the Tenderer

The following documentation is to be submitted by the Tenderer:

- (a) This Invitation to Tender, including the completed Appendix A/B/C.
- (b) Completed Contract Data
- (c) Priced Activity Schedule
- (d) Programme

Preparation of Tender

In the preparation of this tender, the Tenderer shall comply with the following:

- (a) The Tenderer shall submit the tender response in the language of the contract.
- (b) The Tenderer has deemed to be familiar with all the aspect of this tender that could affect the price submitted.

Tender Submission

The tenderer shall submit the tender in the following manner:

- (a) All returns shall be submitted electronically by 12:00 noon on the deadline submission date.
- (b) Tenders received after the deadline submission will be rejected and deleted without opening.
- (c) Tender returns should be sent in both their native format, i.e. MS Word and PDF format.
- (d) The tender return shall be emailed to the contact detail in the contract header page.

Evaluation of Tender

The Tenderer will be evaluated on the suitability assessment questions contained in **Appendix A**

The suitability assessment questions are to ensure bidders meet requirements or minimum standards of suitability, capability, legal status or financial standing to perform the contract to be awarded. Bidders must pass to be deemed suitable to proceed with **Appendix B**. A pass will be achieved provided the bidder has successfully demonstrated the requirements and minimum standards for each question and provided evidence if requested. The Employer has set minimum standards and requirements which are relevant and proportionate to the subject matter of the Contract. The aim is to achieve an appropriate balance between fair competition and safeguarding public money.

If the Employer requires a reference to demonstrate experience, this will need to demonstrate sufficient

capability to perform the Contract. The Employer will have regard to the degree to which your experience is relevant to the subject matter of the Contract and demonstration of the relevant ability, skills and resource required to perform the Contract.

If you are unable to meet any minimum standards or requirements, the Employer may reject your tender at its absolute discretion. The Employer may, but has no obligation to do so, consider alternative means of demonstrating suitability if you are unable to meet any minimum standards or requirements. The Employer's decision is final in all respects.

The Employer reserves its rights not to award a contract to any bidder which does not pass basic credit checks or if, for any other reason, the Employer considers any bidder's financial standing is a material risk to the delivery of the services.

After passing **Appendix A**, your response to **Appendix B and C** will be assessed as follows.

Appendix B and Appendix C contains the award criteria to determine the most economically advantageous tender for the award of the contract

Appendix B - Resources/Quality = 20 %

Appendix C - Costs = 80 %

The marks available for the resource and quality aspect of your submission will be split into a range of individual elements and weighted according to their importance. Evaluations will be a measure of the extent to which you have met the requirements of the service specification. The evidence you provide in terms of the Quality Information you submit will be assessed and scored accordingly. Each member of the evaluation team will assess each submission and a collective score awarded.

Score	Rating	Criteria
0-2	Poor	Does not meet the Employer's requirements and/or Significantly Falls short of meeting the Employer's requirements in several areas and/or raises concerns in several areas and/or many information omissions. The information submitted has insufficient evidence that the specified requirements can be met and/or does not demonstrate an acceptable level of quality of the proposed solution. This may include significant omissions of relevant details, or an unrealistic method statement.
3		Score exceeds Poor, but does not meet Average
4-6	Average	Achieves a minimum standard in most respects but may raise some concerns. The information submitted may have some minor omissions against the specified requirements and/or shows limited evidence that the specified requirements can be met and/or demonstrate only limited level of quality of the proposed solution. For a 5/6 score minimum standard must be achieved.

7		Scores exceeds Average, but does not meet Excellent
8-10	Excellent	The information submitted provides compelling, strong and coherent evidence of best of sector capability to deliver the specified requirements and/or will provide additional benefits or exceed the performance requirements of the Employer with a high degree of dependability. Provides full confidence and/or no concerns with the level of quality of the proposed solution.

The tender with the lowest cost (that has met all quality thresholds) will gain full marks available for the price element of the evaluation.

All other tenders over and above the lowest price tender will score a proportion of the marks available on a pro-rata basis. This is calculated using the percentage their cost would need to reduce to match the lowest price and reducing their score by the same percentage. This is calculated using the following formulae: -

$$\frac{\text{Lowest cost offered}}{\text{Price offered by a particular Tenderer}} \times 80$$

. An example of this price evaluation formula being applied is provided below: -

	COST OF THE PROPOSAL	MARKS GAINED OUT OF THE AVAILABLE
Tenderer A	£9,000	80
Tenderer B	£10,000	72
Tenderer C	£12,000	60
Tenderer D	£18,000	40
Tenderer E	£30,000	24

Appendix A – Basic Details

1. Basic Details of Tenderer	
Name of the Organisation submitting the Tender:	
Contact Name:	
Contact position (Job Title):	
Address:	
Post Code:	
Telephone number:	
Fax number:	
e-Mail address:	
Website address (if any):	
Company Registration number (if this applies):	
Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
Date of Registration:	
Registered address if different from the above (including post code)	
VAT Registration number:	
Is your organisation: (Please indicate one)	i) a public limited company? Yes / No
	ii) a limited company? Yes / No
	iii) a partnership Yes / No
	iv) a sole trader Yes / No
	v) other (please specify) Yes / No

Name of (ultimate) parent company (if this applies):
Companies House Registration number of parent company (if this applies):

2. Finance and References	Response
2.1 The Employer requires your organisation's turnover to be at least equal to the estimated annual value of the Contract and evidenced by your organisation's last 2 years accounts.	<p>Is your turnover at least equal to the annual value of the Contract</p> <p>Yes/No</p> <p>Last 2 years accounts provided</p> <p>Yes/No</p>
2.2 Please can you confirm that your organisation has met the terms of its banking facilities and loan agreements (if any) during the past year?	Yes/No
<p>2.3 Please can you provide details from one recent contract (last 3 years) your organisation has undertaken that is relevant to this project. Details should include the following:</p> <ul style="list-style-type: none"> The organisation's name & contact details, including email, for a Reference. Contract details, explaining why the contract is relevant to Central Bedfordshire Employer's requirement, when and where the contract was performed and were the outcomes successfully 	Yes/No

achieved? Please also confirm the contract value.	
2.4 The Employer requires that your organisation holds insurances as set out in in the Preliminaries of the Specification.	Yes/No
2.5 Please confirm whether you are a member of NFDC?	Yes/No

Appendix B – Health & Safety / Capability

3	METHOD STATEMENT - 45 points (R)	
3.1	45 points	Method Statement - Please confirm you can achieve our specification. If not, what part can you not meet? Provide detailed information on your proposed method for carrying out the Contract for all services identified in the specification including provisional items and any work that will be sub-contracted (including list of the sub-contractors). Detail materials to be used and warranties, any risks involved in this Contract and how you suggest these could be managed effectively. (400 words max)
4	RESOURCES - 20 points	
4.1	20 points	Resources - Detail the resources and your technical ability to carry out the service. Provide Information on: the workforce to be employed for performance of the service and level of experience and level of resources to be used e.g. time. (250 words max)

5		HEALTH & SAFETY – 45 points (R)	
5.1	10 points R	Does your organisation have a written health and safety at work policy	Yes / No
5.2	5 points	Does this clearly show: statement of intent and general policy	Yes / No
5.3	5 points	organisation for safety – chain of responsibility and name of responsible person	Yes / No
5.4	5 points	arrangements for implementing and monitoring the policy	Yes / No
5.5	5 points	how health and safety policies and procedures are conveyed to your staff	Yes / No
5.6	5 points	details of health and safety training for staff	Yes / No
5.7	5 points	Has your organisation during the last three years been prosecuted or had a notice served for contravention of the Health and Safety at Work act 1974 or associated regulations?	Yes / No
5.8	5 points	Has your organisation during the last three years been the subject of a formal investigation by the Health and Safety Executive or similar national body charged with improving health and safety standards? If yes please supply details.	Yes / No
5.9		Do you plan to use sub-contractors to carry out the work? If yes please supply details of training and quality standards in the box below (No attachments required)	Yes / No
6		MONITORING – 15 points	
6.1	15 points	Monitoring - Provide information on monitoring of the contract and how you will ensure our required outcomes are met. (250 words max)	
7		SOCIAL VALUE – 5 points	
7.1	5 points	Social value – Demonstrate how your proposal offers the social, economic or environmental benefits to the community and take into account social	

		provisions over and above the provision of the service. This could include (but not limited to) creating jobs, improving skills, increasing local volunteering opportunities or improving environmental conditions over the relevant area. “the relevant area” means the area consisting of the area or areas of the one or more relevant authorities on whose behalf a public services contract is, or contracts based on a framework agreement are, intended to be made. (300 words max)
8		PROGRAMME – 20 points
8.1	20 points	Programme - Provide a detailed programme showing the sequencing of works and the time required. (250 words max)

Appendix C – Pricing Schedule

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

- (a) The Tenderer is to read the preambles in conjunction with the Pricing Schedules and all other Contract documents.
- (b) The Tenderer is notified that all quantities given are approximate and given for guidance purposes only. No claim from the Tenderer will be entertained by the Employer for any mistakes in the information given.
- (c) The Tenderer shall price all items. No other costs will be accepted other than those in the pricing schedule. Prices should exclude VAT.
- (d) The rates to be inserted in the Pricing Schedule for works are to be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs, together with an element of profit. No additions to these rates will be allowed other than in accordance with the method of review detailed in the Conditions of Contract.
- (e) The prices and/or rates stated in this Price Schedule constitute the only reimbursement and profit to the company for providing the Services. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the Tenderer in providing the Works, Supplies or Services.
- (f) The price invoiced will be benchmarked against the original Tender and recorded throughout the life of the agreement as a KPI (Key Performance Indicator). This will be part of our annual efficiency contract review.
- (g) All administration costs including overheads, printing, posting, copyright etc. are included within the prices tendered below.
- (h) The actual price to be paid will be a product of the rates detailed in this document. All work shall be authorised in advance in writing by the Employer's authorised officer.
- (i) Where pricing exceeds our expectations or budget, we reserve the right to implement Best and Final Offer (BAFO)
- (j) All sums payable by or to the Employer or the Tenderer are exclusive of Value Added Tax ("VAT"). Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums

TENDER COMPLETED BY (an authorised employee of your company)			
Company:		Name:	
Position (Job Title):			
Date:		Address	
Telephone number:		Email Address	