



## Invitation to tender for the supply and installation of new gym equipment, and refurbishment of the Fitness Suite

Issue Date: 21 September 2023

# Contents

Part 1 – Tendering Instruction and Conditions.....	2
1    Introduction.....	2
2    Enquiries concerning the Tender.....	2
3    Completion of Tender.....	2
4    Delivery of Tender .....	2
5    Tender Evaluation.....	2
6    Procurement Timetable.....	3
7    Freedom of Information Act .....	3
8    Disclaimer .....	3
9    Modification by Fawley Parish Council.....	3
10   Payment.....	4
11   General Conditions .....	4
Part 2 - Specification .....	5
1    Existing Facility .....	5
2    General Council Requirements.....	5
3    Specific Equipment and Refurbishment Requirements.....	5
4    Site Surveys.....	6
5    Standards, Quality, Workmanship.....	6
6    Equipment Warranty Requirement .....	7
7    Proposed on-going maintenance Packages (optional) .....	7
8    Statutory / Legal Regulations and Compliance.....	7
9    Preliminaries.....	7
10   Programme of works .....	7
Part 3 – Tender Offer .....	8
Part 4 – Pricing Schedule .....	10
Part 5 – Qualification of the Contract.....	10
Part 6 – Contract Documents .....	10
Part 7 – Detailed Evaluation Criteria .....	10

## Part 1 – Tendering Instruction and Conditions

### 1 Introduction

Fawley Parish Council (the Council) are seeking offers from Suppliers who can refurbish the fitness suite at the Gang Warily Recreation & Community Centre, Newlands Road, Fawley, SO45 1GA, and provide new cardiovascular and strength equipment to replace the current Precor equipment.

The existing cardio equipment and dual cable is approximately 13 years old, the gym has also not been fully refurbished in this time.

Further information on the Council can be found at <https://www.fawley-pc.gov.uk/>

### 2 Enquiries concerning the Tender

Any query in connection with the Tender to Joshua Bond- [joshua.bond@fawley-pc.gov.uk](mailto:joshua.bond@fawley-pc.gov.uk).

The response by the Council as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the Council redirects the enquiry.

### 3 Completion of Tender

Your tender should comprise of the following documents;

Part 3 – Tender Offer	Complete and sign the Tender Offer letter and attach your tender offer.
Part 4 – Pricing Schedule	Complete the pricing schedule. Prices, if any, for alternative proposals should be included separately. The prices you quote should exclude VAT and the Price Schedules forms part of the offer made under this Contract. If you are successful in your tender, the prices you have offered in the Price Schedule will be entered into the Contract Documents
Part 5 – Qualification of the Contract	Include here details of any areas where you will not be able to comply with the terms and condition of contract as set out in this Invitation to Tender. If your tender is qualified, we reserve the right to reject it in total.

**You are not required to submit any other documents.**

### 4 Delivery of Tender

The Tender must be sent by email no later than 12noon on Tuesday 10 October 2023 (the Tender Date) to Danielle Alexander - [danni.alexander@fawley-pc.gov.uk](mailto:danni.alexander@fawley-pc.gov.uk). The email should be clearly marked as “Private & Confidential”. Confirmation of receipt will be issued. Hard Copy submissions are not required.

### 5 Tender Evaluation

The Council’s tendering process aims to ensure that the most suitable Supplier is selected for the project. Should the Council proceed, the contract will be awarded to the Tenderer submitting the most economically

advantageous offer assessed on the basis of quality and price proposals submitted in accordance with these instructions.

All relevant information requested in the tender documents and provided with the tender will be used in the tender assessment.

Tenderers are fully encouraged to use their knowledge and experience to provide alternative solutions that meet the Council's general requirements and will provide a similar quality finished installation at a lower cost but do not necessarily meet some or all of the specific requirements. Any alternative solutions submitted will be fully evaluated.

Tender submissions will be assessed on the basis of both quality and price with the following weighting:

<b>Price:</b>	<b>60%</b>
<b>Quality Submission:</b>	<b>40%</b>

Full details of the tender evaluation are included at Part 7 – Detailed Evaluation Criteria

## **6 Procurement Timetable**

<b>Tender Notice issued</b>	21 September 2023
<b>Tender return</b>	10 October 2023
<b>Tender Evaluation</b>	10 October 2023
<b>Outcome Confirmation</b>	18 October 2023
<b>Contract Start</b>	01 December 2023

## **7 Freedom of Information Act**

The Freedom of Information Act 2000 applies to all the activities of Fawley Parish Council. As a Tenderer providing service to the Council, you should be aware of the Council's obligations and its responsibilities under the Freedom of Information Act 2000 to provide on request access to recorded information held by it. One of the consequences of those statutory responsibilities is that information which the Council holds about your organisation may be subject to disclosure, in response to a request, unless the Council decides that one of the various statutory exemptions applies.

## **8 Disclaimer**

All information contained in this document together with any subsequent statements howsoever conveyed, in respect of this Tender process, is provided in good faith and given to assist you. However, the Council will not accept any liability in respect of the preparation or execution of your proposals, or any penalties / costs that you may incur thereof.

## **9 Modification by Fawley Parish Council**

Any advice of a modification to the Invitation to Tender shall be issued at least six days before the Tender Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the Council shall revise the Tender Date in order to comply with this requirement. Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

## 10 Payment

Payments will be due as follows:

- 50% on commencement of works on site
- 50% on completion and inspection of the work

Payment will be made 14 days via BACS after receipt of a correctly submitted invoice.

## 11 General Conditions

Heading	Condition						
Costs	The Council will not be responsible for any costs or expenses incurred by the Tenderer in connection with either the preparation or delivery or in the evaluation of the Tender.						
Validity of Tender	All details of the Tender, including prices and rates, are to remain valid for acceptance for 90 days from tender return date.						
Currency of Tender	Tender prices must be in pounds sterling.						
Treatment of Tender	The Council does not undertake to accept the lowest tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Council and the Tenderer. The Council reserves the right to accept any part or all of any tender or tenders at its sole discretion.						
Data Protection, Security, Ownership and Use of Data	<p>All Council data must remain in the control of the Council and the services supplied must comply with the Data Protection Act (2018)/UK GDPR and maintain confidentiality and security of data.</p> <p>Any reports, notes of meetings, outputs, data, information and research findings will be property of the Council, all the rights pertaining thereto.</p> <p>Potential Suppliers must confirm in writing that they accept this ownership as part of their tender submission.</p>						
Combined Liability Insurance	<p>It is a requirement of this Contract that the appointed Tenderer should be insured against Employers Liability, Public Liability and Professional Indemnity in accordance with the following schedule:</p> <table border="1"> <tr> <td><b>Employers Liability</b></td><td>Limit of Indemnity - £10,000,000</td></tr> <tr> <td><b>Public Liability</b></td><td>Limit of Indemnity - £5,000,000</td></tr> <tr> <td><b>Professional Indemnity</b></td><td>Limit of Indemnity - £2,000,000</td></tr> </table>	<b>Employers Liability</b>	Limit of Indemnity - £10,000,000	<b>Public Liability</b>	Limit of Indemnity - £5,000,000	<b>Professional Indemnity</b>	Limit of Indemnity - £2,000,000
<b>Employers Liability</b>	Limit of Indemnity - £10,000,000						
<b>Public Liability</b>	Limit of Indemnity - £5,000,000						
<b>Professional Indemnity</b>	Limit of Indemnity - £2,000,000						

## Part 2 - Specification

### 1 Existing Facility

The existing fitness suite has not been fully refurbished for approximately 13 years and is now starting to show its age with an outdated look. The current equipment is made up from older Precor cardio equipment and newer Pulse strength and resistance equipment. The Precor equipment is now becoming temperamental and is not covered by any service contracts. Customers are also now expecting more functionality from the consoles which these machines cannot provide.

The current Fitness Suite, located on the first level of Gang Warily, has carpet tile flooring with heavy duty matting for the weights area. The walls are painted in various shades of grey with vinyl pictures and lettering on some walls. The free weights area also has mirrors and metal sheeting to protect the walls.

Below is a list of the main pieces of equipment we currently have in our fitness suite.

Cardio	Resistance	Strength
2 x Precor Upright Bikes	Pulse Leg Press	Pulse Half Rack
2 x Precor Recumbent Bikes	Pulse Shoulder Press	Pulse Smith Machine
4 x Precor Treadmills	Pulse Chest Press	Pulse Dip Station
2 x Precor Cross Trainers	Pulse Leg Curl	Precor Dual Cable
2 x Precor AMT's	Pulse Leg Extension	Various Free Weight Equipment
2 x Concept 2 Rowers	Pulse Add/Abductor	
	Pulse 4 Station	

### 2 General Council Requirements

The Council wishes to modernise its Fitness Suite and replace all of the current outdated Precor Equipment with new updated equipment. Most changes will be like for like, however we are looking to introduce some new equipment such as a step mill and a functional/storage rig. We are looking to trade in all existing Precor equipment as part of this upgrade. The gym also needs refurbishing with modern branding, new mirrors and an extended weights area.

### 3 Specific Equipment and Refurbishment Requirements

#### 3.1 Equipment to Install

Equipment must be high quality and built to last, colour and design of the equipment should be in keeping with our existing strength and resistance equipment, as well as the décor of the gym.

- 2 x Upright Bikes
- 2 x Recumbent Bikes
- 4 x Treadmills
- 2 x Cross Trainers
- 2 x Step Mill
- 1 x Functional/Storage Rig
- 1 x Dual Cable Resistance Machine

#### 3.2 Equipment to Trade In

- 2 x Precor Upright Bikes
- 2 x Precor Recumbent Bikes

- 4 x Precor Treadmills
- 2 x Precor Cross Trainers
- 2 x Precor AMT's
- Precor Dual Cable

### 3.3 Equipment Consoles

The equipment consoles require adequate functionality, including an extensive range of workout for users to access, and the ability to build custom workouts.

It is desirable for the consoles to have connectivity to devices including smart phones and smart watches to enable users to track their progress as well as link to various entertainment option e.g. Netflix, Spotify, etc.

The software must be easy to use with a clear layout for the user to operate, and screens must be a minimum of 18 inches in size.

### 3.4 Flooring

The free-weight area is to be extended with matching rubber tiles. Tenderer to make recommendation on how far to extend.

### 3.5 Walls/Decoration

An overhaul of the decoration, including a new colour scheme and branding is required to modernise the gym.

### 3.6 Equipment Accessibility

We run specific sessions for people with mobility issues and other disabilities. The accessibility of all chosen equipment needs to be adequately considered.

### 3.7 Layout recommendation and additional equipment

We are happy with the existing layout, however any proposals for alternate layouts that maximise the amount of equipment we can have in the gym without obstructing the accessible floor space are welcome.

## 4 Site Surveys

The Tenderer is strongly advised to carry out a site survey prior to submitting a tender bid.

The Tenderer is to check all dimensions detailed within the written specification, on site and carry out their own visual / full measured survey, noting local conditions and means of access for equipment and material deliveries.

Site surveys can be arranged by contacting the Assistant Clerk (Sports & Services) Joshua Bond [joshua.bond@fawley-pc.gov.uk](mailto:joshua.bond@fawley-pc.gov.uk)

## 5 Standards, Quality, Workmanship

The Tenderer is required to provide the following:

- Two references from similar sized projects, supporting the installation team's experience of installing the product. Telephone numbers, site addresses and contact names are required.

## 6 Equipment Warranty Requirement

The Tenderer is to clearly identify the warranty (included within the overall tender bid cost) which is to include the following:

- Tenderers warranty - the period and details of items included, i.e., design, construction, and performance of the refurbished Fitness Suite
- Manufactures warranty - the period and details of equipment included and any conditions.

## 7 Proposed on-going maintenance Packages (optional)

The Tenderer is to provide details and costs for optional on-going maintenance including service response times.

## 8 Statutory / Legal Regulations and Compliance

Tenderer is to observe and meet all statutory and legal regulations applicable to this project, including building regulations.

## 9 Preliminaries

Tenderer is to allow for the following items within the preliminaries.

Preparation of Health and safety file, O&M manuals and site waste management plan.

Site waste management plan is required prior to commencement of any onsite works and must identify and consider the expected waste due to be produced as part of the contract. The plan should ultimately promote the standard waste hierarchy of, reuse, recycle and recovery of all waste items rather than disposal (where able).

Site setup including;

- Perimeter of the proposed site / compound is to be clearly identified and cordoned off as required to prevent access to any person not working for or on behalf of the main Tenderer.
- Suitable barriers are to be erected and all relevant Health & Safety information and signs are to be clearly posted.
- Provision of onsite welfare facilities for use by their workers and sub-Tenderers for the duration of the contract.
- Security and prevention of access to site.

Clearing and any reinstatement of site on completion of the works.

## 10 Programme of works

Refurbishment works must be commenced and completed within the following dates.

Contract Milestones	
Contract implementation	19 October 2023
Work commencement	Tenderer to Confirm
Completion Target	31 December 2023



## Part 3 – Tender Offer

The following letter should be included in your tender offer.

**FAWLEY PARISH COUNCIL**

**(FOR THE ATTENTION OF: Joshua Bond)**

**Date:**

Dear Sirs

**Contract for: Fawley Parish Council - Supply and installation of new cardiovascular gym equipment and refurbishment of the Fitness Suite**

1. I / We have read the information provided in your Invitation to Tender and subject to and upon the Terms and Condition contained in Part 5 – Contract Documents, I / we offer to supply the services described in the said Contract documents in such manner as may be required.
2. By submission of this Tender, I/we warrant that:
  - The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
  - Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be disclosed.
  - No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.
3. **Terms and Conditions** – I / We agree that this tender and any Contract that may result therefrom shall be based upon the documents listed below in Part 6 – Contract Documents of the Invitation to Tender.
4. The prices quoted in this Tender are valid for 90 days and I / we confirm that the Terms of Tender will remain binding upon me / us and may be accepted by you at any time before that date.
5. I / We note that the Contract shall be valid upon acceptance and signatures by both parties of the Contract Documents, and that the date of commencement of the provisions of services under the contract shall be **19 October 2023** unless an alternative date has been agreed and inserted in the Contract.
6. I / We agree that any Contract that may result from this Tender shall be subject to English Law.
7. I / We agree to bear all costs incurred by me / us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me / us prior to the award of any Contract.
8. I / We agree that any other terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me / us in connection with this Tender or with any other Contract resulting from this Tender, shall not be applicable to this Tender or to the Contract.

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

**Signature** \_\_\_\_\_

Printed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

(Please state official position, for example, Director, Manager, Secretary, etc.)

being a person duly authorised to sign tenders on behalf of

Tenderer's name: \_\_\_\_\_

Telephone: \_\_\_\_\_

<b>Company Name and Address:</b>	
<b>Contact Name:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	

<b>Authorised Personnel:</b>	
<b>Position in Company:</b>	
<b>Date:</b>	

## Part 4 – Pricing Schedule

You should complete the below table for the Pricing Schedule.

Please note that costs should cover all consumables, travel and equipment.

[illegible]

## Part 5 – Qualification of the Contract

The Tenderer should submit details under this heading only if unable to comply with the contract terms indicated in the Contract documents as Part 6 of the Invitation to Tender.

## Part 6 – Contract Documents

Contract which may result from this Invitation to Tender will have the following inserted or attached as appropriate, changed only in accordance with any agreement reached during the post-tender clarification and negotiation:

JCT Minor Works Building Contract 2016

## Part 7 – Detailed Evaluation Criteria

Tender Submissions will be assessed on the basis of both quality and price with the following weighting:

**Price:** 60%

<b>Quality Submission</b>	<b>40%</b>
---------------------------	------------

Assessment	Score
Meets expected standard with no concerns, <b>Excellent</b>	5
Meets the expected standard well, but with some minor concerns, <b>Very Good</b>	4
Meets expected standard in most aspects, concerns in more than one area, <b>Good</b>	3
Fails to meet expected standard in most aspects, meets it in some, <b>Acceptable</b>	2
Significantly fails to meet the expected standard, <b>Unsatisfactory</b>	1
Completely fails to meet the expected standard, <b>Unacceptable</b>	0

NB: You are required to address the following issues by the number and in the order in which they are presented below. **Please note failure to comply with this request may impact on the evaluation of your submission.**

Q	Description	Weight	Sub-weight
<b>1.</b>	<b>Project Methodology</b>	<b>50%</b>	
1.1	Provide a written specification confirming the proposed refurbishment of the Fitness Suite and the equipment being installed. Include detailed drawings.		50%
1.2	Clearly identify the proposed equipment to be installed and the reason each has been selected as well as the reasoning behind any proposed refurbishment work.		20%
1.3	Provide details on how you will remove the existing equipment, including any trade in prices the Council will receive		20%
1.4	Provide details of manufacturer's warranties including their duration.		10%
<b>2.</b>	<b>Programme of Works</b>	<b>30%</b>	
2.1	Provide a programme of work detailing critical dates for the project from commencement of works up to end of defects / warranty period, include items such as; site set up, construction phase, testing / licencing, settlement, defects and warranty periods etc.		60%
2.2	How will you set up site and how do you proposed to manage the site during the project, please provide details on how you will manage the site deliveries and site machinery in a way that will ensure the safety of all individuals on site including staff and visitors.		40%
<b>3</b>	<b>Waste</b>	<b>10%</b>	
3.1	The Tenderer is to clearly identify how their site waste plan will minimise the waste sent for disposal.		60%
3.2	The Tenderer is to clearly identify how they will achieve legal compliance if any waste material cannot be recycled and is sent for disposal.		40%
<b>4</b>	<b>Maintenance Packages</b>	<b>10%</b>	
4.1	Provide details of proposed maintenance packages, to include ongoing maintenance by the Tenderer / Sub-Tenderer or by Fawley Parish Council. If the maintenance was to be undertaken by the Council, please include details of any specialist equipment and/or training that may be required.		50%
4.2	Provide details of what is required by Fawley Parish Council for the regular 'day to day' maintenance of the new gym equipment. Please include details of any specialist equipment and/or training that may be required.		50%