



Instruction to Tenderers



KB.324



I. Completion and Submission of Tender Documents

- I.1. All tenders must be completed in English and, where applicable, signed in ink.
- I.2. All tenders must be submitted in accordance with the documentation and requirements provided herein. This must not be amended in any way.
- I.3. Tenders may be rejected if the required information is not given at the time of tendering.
- I.4. Suppliers should submit One electronic copy of their tenders preferably by email but if to large a file size, by Wetransfer or a SharePoint Link.
- I.5. Completed tender documents are preferably submitted digitally but if the tenderer intends to submit a paper copy this should be in a plain sealed envelope and returned to the Facilities Manager at the Civic Centre with name of the supply and service being tendered for clearly marked, before the closing date. The envelope must not identify the name of your company.
- I.6. The Council would advise that tenders sent by post be registered or sent by Recorded Delivery. An official receipt should be obtained for each Tender delivered by hand.
- I.7. Tenderers are advised that manually delivered Tenders can only be accepted during normal office hours i.e. between 9am to 4pm Monday, Tuesday, Thursday and Friday. Tenders sent by special delivery or delivered by hand will not be accepted on either weekends or on Public and Statutory Holidays.
- I.8. The return date for this tender should be no later than **THURSDAY 22nd April 2021** Any clarification messages regarding this opportunity must be emailed to tenders@trowbridge.gov.uk
- I.9. Please ensure that you allow sufficient time to follow the instructions provided. Trowbridge Town Council is not obliged to accept the lowest or any tender during this process should all criteria not be met in full.
- I.10. TTC cannot accept responsibility for postal or delivery delays.
- I.11. Under no circumstances will late tenders' responses be considered.
- I.12. TTC will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or evaluation of the Tender.
- I.13 Your attention is drawn to the enclosed Terms of Offer where all the requirements for completing and submitting a tender can be found. **Failure to comply with these instructions may result in your tender being rejected.**



Terms of Offer

I. Information and confidentiality

- I.1 Information that is supplied to tenderers as part of the procurement exercise is supplied in good faith. However, tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the tenderers of such information, unless such information has been supplied fraudulently by Trowbridge Town Council.
- I.2 All information supplied to tenderers by Trowbridge Town Council in connection with this procurement exercise shall be regarded as confidential. By submitting an offer, the tenderer agrees to be bound by the obligation to preserve the confidentiality of all such information.
- I.3 This Offer and its accompanying documents shall remain the property of Trowbridge Town Council and must be returned on demand.
- I.4 If tenderers provide any information to Trowbridge Town Council in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which a tenderer wishes to be held in confidence, then tenderers must clearly identify in their offer documentation the information to which tenderers consider a duty of confidentiality applies. Tenderers must give a clear indication which material is to be considered confidential and why you consider it to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate. In addition, marking any material as “confidential” or equivalent should not be taken to mean that Trowbridge Town Council accepts any duty of confidentiality by virtue of such marking. Please note that even where a tenderer has indicated that information is confidential, Trowbridge Town Council may be required to disclose it under the FOIA (Freedom of Information Act) if a request is received.
- I.5 Trowbridge Town Council cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- I.6 In certain circumstances where information has not been provided in confidence, Trowbridge Town Council may still wish to consult with tenderers about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
- I.7 The decision as to which information will be disclosed is reserved to Trowbridge Town Council, notwithstanding any consultation with you.



2. Samples

- 2.1 Tenderers should not need to submit samples of any items offered. However, if a need to provide samples is critical in choosing the correct supplier these samples shall be provided free of charge.

3. Prices

- 3.1 Prices must be stated in accordance with the Tender Application Form and must remain open for acceptance until **90 days** from the closing date for the receipt of offers.
- 3.2 Prices must be firm (i.e. not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents.

4. Tender documentation and submission

- 4.1 Tenders should be submitted for all goods and services only and not selected. The desire of the Town Council is that there is only one point of contact. The only exemption for this would be the requirement to have direct correspondence with any leasing companies for equipment if applicable.
- 4.2 The goods and/or services offered should be strictly in accordance with the specification.
- 4.3 The Form of Offer must be signed by an authorised signatory: in the case of a partnership by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.
- 4.4 The Form of Offer and accompanying documents must be completed in full. Any Offer may be rejected which:
- contains gaps, omissions or obvious errors; or
 - contains amendments which have not been initialled by the authorised signatory; or
 - is received after the closing time.
- 4.5 All queries or difficulties should be directed to the e-mail address below.
- 4.6 Project lead times should be indicated where possible.

Also, all companies interested in bidding should upon receipt of the tender document send a formal e-mail to the address below indicating the tender for which they will be submitting a bid. tenders@trowbridge.gov.uk



5. Official Amendments

- 5.1 Should it be necessary for Trowbridge Town Council to amend the tender documentation in any way, prior to receipt of tenders, all tenderers in receipt of documents will be notified simultaneously. If deemed appropriate, the deadline for receipt of tenders will be extended.

6. Assumptions

- 6.1 Tenderers must not make assumptions that Trowbridge Town Council has experience of their organisation or their service provision even if on a current or previous contract. Tenderers will only be evaluated on the information provided in their response. Embedded documents or hyperlinks must not be used unless requested.

7. Canvassing

- 7.1 Any tenderer who directly or indirectly canvasses any official of Trowbridge Town Council concerning the award of contract or who directly or indirectly obtains or attempts to obtain information from such official concerning the proposed or any other tender will be disqualified. This should not, however deter any supplier seeking clarification in relation to the tender.

8. Sustainable Development & Socially Responsible Procurement Benefits

- 8.1 The Government is committed to sustainable development, sustainable procurement and socially responsible procurement and Trowbridge Town Council would wish to see tenderers adopt a sustainable approach.

9. The Evaluation Process

- 9.1 The tender evaluation process shall be completed in two stages: 1. Selection and 2. Award
- 9.2 Tenderers will need to fully meet the requirements of Stage 1 to progress on to Stage 2
- 9.3 The contract will be awarded on the basis of value and the quality of the information provided in the tender submission. The weightings assigned will be as follows:

Most Economically Advantageous Criteria:	Weighting %
Cost	50%
Quality of Tender application & Information	50%
Total	100%



Where weighting is applied to non-cost criteria, the scores for such shall be allocated on the following basis:

Assessment	Score Awarded	Interpretation
Excellent	5	Excellent response with detailed supporting evidence and no weaknesses. Response demonstrates that the Tenderer will provide excellent services if awarded.
Good	4	Good response with good supporting evidence and minimal weaknesses. Response demonstrates that the Tenderer will provide good services if awarded.
Satisfactory	3	Satisfactory responses with satisfactory supporting evidence but lacks sufficient detail to award a higher mark. Response demonstrates that the tenderer will provide satisfactory services if awarded.
Poor	2	A response/answer/solution with reservations. Lacks convincing detail and the methodology to be applied. Medium risk that the proposed approach will not be successful
Very Poor	1	An unacceptable response with serious reservations. Limited detail of methodology to be applied. High risk that the proposed approach will not be successful
Unacceptable	0	Failed to address the question.

A score of 2 or less will render the submission ineligible and it will be withdrawn from process.

- 9.4 The successful Tenderer will be required to execute a formal agreement. The Council's written acceptance of the Tender will form a binding contract between the Council and the successful Tenderer.
- 9.5 Unsuccessful suppliers may request feedback from the adjudication panel if required.
- 9.6 All costs and expenses associated with presentations shall be borne by the Tenderers.



CONTENTS

SECTION 1 - PRELIMINARY PARTICULARS

General Conditions and Obligations that the council requires of the contractor when carrying out the project.

SECTION 2 - SCOPE OF WORKS

Description of the works to be carried out by the contractor.

SECTION 3 - TENDER SUM ANALYSIS & FORM OF TENDER

Breakdown of the costs of the project.

SCHEDULE OF SUPPLEMENTARY INFORMATION



SECTION I – PRELIMINARY PARTICULARS

1.1 General

This document sets out the employers' requirements to be included in the conditions of the contract in respect of the design and construction of the works described herein and includes the obligations and restrictions to be imposed on the contractor.

1.2 Project

The works comprise the design and construction of works to various sites detailed within Section 2 of this document.

1.3 Site Location/s

Referred to as Site A: Play Recreational Area, opposite 61 Painters Mead, Trowbridge, Wiltshire **BA14 7QF**.

Referred to as Site B: Play Recreational Area, end of Hulbert Close, Trowbridge, Wiltshire **BA14 7FL**

These 2 sites are accessed by vehicles off the two locations above but can be accessed by foot using the public footpath linking the two sites a short distance apart from each other.

1.4 Access to the Sites

The contractor will allow for forming a temporary site access if a vehicle access isn't already possible and all reinstatement of this on completion of the works. The contractor shall allow for any temporary ground protection if required for vehicle transport and reinstate any ground damage should any occur.

1.5 Working Space

The contractor's operations are to be confined to the minimal area required to carry out the works causing minimum nuisance and inconvenience to others.

1.6 Working Hours

The works should take place during a working week where practical during working hours, due to the specific areas around recreational grounds it should be anticipated that weekends would be busier with more public usage, incl. young persons.

1.7 Pre-Site Inspection

The contractor should visit the site and surrounds as no claim back due to lack of site knowledge which could have been obtained by such a visit will be entertained. All sites are accessible to the public and on land either owned or responsible to the client (Trowbridge Town Council) permission is granted by virtue of tendering for the works.

1.8 Drawings

No Drawings are provided in the scope of works.

1.9 Site Meetings

Formal pre-start, mid-progress and stage completion for each site as a minimum.



1.10. Method Statement

The contractor should provide, at time of tendering a statement describing the proposed arrangement of works and methods for carrying out such works.

1.11 Plant and working equipment.

The contractor shall allow for providing all plant, tools and working equipment required to undertake the works.

1.12 Site Security

The contractor shall provide all temporary and permanent fencing as necessary to secure the working site, any facilities, stores and equipment for the duration of the works. The site should be left secure from public access and the council is indemnified against any claims for loss, damage, theft or the like.

1.13 Utilities for the Works

The Contractor shall allow for providing all necessary artificial lighting, supplying of electric power for mechanical tools and plant and any water (or storage of water) required for the duration of the works.

1.14 Site Maintenance and Neighbouring paths/roadways

The contractor should ensure the immediate pathways and roadways are kept clean and free from any debris which would cause hazard or distress to the neighbouring properties. This maintenance and damage to highways, kerbs or pavements is at the contractors' expense.

1.15 H&S and Welfare of People

The contractor should be aware of their obligation under the Health and Safety at Work Act for the provision of appropriate PPE, welfare facilities for their employees. Particular attention to the further obligations to ensure all working practices follow the current government guidelines as covered by the Coronavirus Act 2020.

1.16 Noise and Pollution

Attention of the contractor is drawn to the provision of Section 60 of the Control of Pollution Act 1974 with references to the control of noise in construction.

1.17 Tender Submission

The Contractor is to provide the following within the proposal:

- a) Detailed Specification for all aspects of the works
- b) General Method Statement for execution of works per site
- c) Programme for the Works
- d) Working Hours (as per 1.6)
- e) Drawings of Equipment and general Layout/Plan
- f) Maintenance Schedule
- g) Details of any warranties provided



SECTION 2 - SCOPE OF WORKS

2.1 General

Whilst all efforts are made to clarify all the details required in the following scope of works, the contractor is to allow for any design aspect required for the supply and installation of Play Equipment and site fencing where applicable,

2.1.1 To supply and install a range of equipment in the play areas as listed in **1.3** for users under 8 years of age. Images for the current sites are in **Appendix I** at the end of this document. The tenderer is to use their own design and knowledge to best suit the age range with the following conditions:

- a) All equipment items to be made from Steel / Polycarbonate Panels with minimal timber. The equipment is to be hard wearing.
- b) Metal Bow Top fencing to **Site A** to match as close as possible to that already installed in **Site B**
- c) Pedestrian Swing Gate to be serviced at both sites, replaced only if damaged beyond repair.
- d) Safety Surfacing to be Resin Bound Recycled rubber (such as Rhino Mulch)
- e) Entry/Exit hardstanding to be Macadam type surface
- f) 1600mm x 800 Edged, Macadam type hardstanding for a Bench and Bin (Client Supplied) – this is a minimum spec and should the bidder have an alternative surface which fits into their design scheme this is acceptable.
- g) No Swings
- h) No Safety Tiles

Further Site Specifics:

Site A

The preference for the council is to replace items like for like with regards to play features whilst meeting the above conditions. The fencing is to be replaced at this site.

Site B

The preference for the council is to add further items to this site retain the existing if replacement is deemed not necessary. The site fencing does not require replacement.

Due to the proximity of the sites to each other the opportunity to designate a particular age group to one site and alternative age group to the other is possible and the council is open to the two sites being suitable for different age groups.



2.2 Drawings and Manuals

The contractor shall provide all relevant construction 'as built drawings and manufacture literature in one digital O&M manual



SECTION 3

TENDER SUM ANALYSIS

3.1 Preliminaries

3.2 Contract Conditions

3.3 Site A

3.3.1 Site Preparation £.....

a) Removal of Fencing, equipment kerbing and equipment etc.

b) Preparation and cleaning of existing surface

c) Weed Killing

3.3.2 New Surfacing £.....

a) New Kerb Edging

b) New Resin Bound Rubber Surfacing

c) Link Paths

d) Entry/Exit and Bench Hard standings

3.3.3 New Fencing £.....

a) New Metal Bow Top Fencing

b) New Gates (if required)

3.3.5 Play Equipment £.....

(Equipment Items to be listed separately) £.....

£.....

£.....

£.....

£.....

£.....

£.....

Site A Sub Total: £.....



3.4 Site B

3.4.1 Site Preparation £.....

a) Removal of equipment kerbing and equipment etc.

b) Preparation and cleaning of existing surface

c) Weed Killing

3.4.2 New Surfacing £.....

a) New Kerb Edging

b) New Resin Bound Rubber Surfacing

c) Link Paths

d) Entry/Exit and Bench Hard standings

3.4.4 Play Equipment £.....

(Equipment Items to be listed separately) £.....

£.....

£.....

£.....

£.....

£.....

Site B Sub Total: £.....

TENDER TOTAL £.....

APPENDIX I

Site A, Painters Mead



Site B, Hulbert Close



CLOSING DATE:

THURSDAY 22ND APRIL 2021