

**Kirby Muxloe Parish Council**

**Tender For**

**Renovations/Adaptation works to**

**Community Pavilion/Changing Rooms**  
**(Station Road)**

contract (Ref: ComPStatRd)

Kirby Muxloe Parish Council

**Renovation/adaptation works to  
Community Pavilion/Changing Rooms (Station Road)**

**1. Section 1 – Introduction**

- 1.1 The Parish of Kirby Muxloe is to the west of Leicester, bordered by the M1, Leicester Forest East and the goods railway line to the east and south, the village of Ratby to the north and Leicester Forest West to the west.
- 1.2 Kirby Muxloe Parish Council is responsible for the provision of management of the Community Pavilion/Changing Rooms (Station Road).
- 1.3 The Council wishes to receive tenders for renovation/adaptation works to the existing Community Pavilion/Changing Facilities (Station Road) (full details included in The Renovation/Adaptation Scope of Works - *Appendix 1*).
- 1.4 This contract will be procured using the Open Procedure. The Open Procedure means that all bidders who successfully express an interest will automatically be invited to tender and have access to the tender documents. Those who submit a tender and meet the minimum requirements will have their full tender, method statement and pricing evaluated.
- 1.5 **An Expression of Interest** (*Appendix 2*) must be submitted according to the instructions therein by **12 noon on the 16th November 2015**. Failure to do so will exclude applicants from the tender process.
- 1.6 **Any questions relating to this tender** must be raised in writing no later than **23rd November 2015**. Questions should be addressed to the Responsible Financial Officer (RFO)/Clerk to the Council: Ms Beverley Greenwood preferably by e-mail – [kirbymuxloepc@btconnect.com](mailto:kirbymuxloepc@btconnect.com) or by letter to Kirby Muxloe Parish Council, Council Offices, Station Road, Kirby Muxloe, Leicester, LE9 2EN. Any questions raised and the answers to those questions will be distributed to all companies or organisations that have submitted an Expression of Interest (*Appendix 2*) on 30<sup>th</sup> November 2015.
- 1.7 All **tender submissions (2 copies of) must be received by mail** by the Responsible Financial Officer (RFO)/Clerk to the Council by **noon on Monday 11<sup>th</sup> January 2016** in a sealed envelope clearly marked "*Contract Ref: ComPStatRd – Confidential. Not to be opened until after 1.00 pm on Monday 11<sup>th</sup> January 2016 in the presence of two Councillors and the Responsible Financial Officer (RFO)/Clerk to the Council*". **NO EMAIL SUBMISSIONS OF THE TENDER WILL BE ACCEPTED.**
- 1.8 Tenders received after the closing time and date will not be considered.
- 1.9 Tenderers should note that, as part of the evaluation process, they **may** be asked to attend a meeting at which they will be expected to give a presentation and answer questions on their bid. Tenderers will be contacted if it is decided that a meeting needs to be arranged and such meetings will take place during week commencing 18 January 2016.

1.10 The Contract will be awarded to the Most Economically Advantageous Tender (MEAT) in accordance with the Public Contract Regulations 2015. MEAT for this contract is price 75% and quality 25%.

**Quality is made up of:**

**Relevant Experience 5%**

Previous experience of the tenderer in relation to the fields of expertise required to achieve the intended outcomes of the project.

**Past Performance 5%**

The tendering organisation's performance in completing past projects to the quality standards required, time performance, within budget, claims history, project management, and product value.

**Technical Skills 5%**

The competence of key management, professional and technical personnel that the tenderer proposes to employ on the project - particular emphasis on the skills and experience in technical areas comparable to the project.

**Resources 5%**

The equipment, including facilities and intellectual property, which the tenderer proposes to use on the project.

**Methodology 5%**

The procedures or innovative methods the tenderer proposes to use to achieve the specified end results, demonstrating its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcomes.

**Price 75%**

The price is the sum that the Council would be required to pay to the tenderer for the work or service provided.

**Total 100%**

Tenderers should be aware that we reserve the right to hold site visits and/or presentations and/or visits during the tender process. Site visits and/or presentations and /or interviews will be for verification. /clarification purposes of the written submissions.

## Section 2 - Instructions to Tenderers

- 2.1 It is the responsibility of the tenderer to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tender.
- 2.2 All information supplied by Kirby Muxloe Parish Council in connection with this tender shall be treated as confidential by tenderers, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
- 2.3 All information submitted to the Council may need to be disclosed and/or published by the Parish Council. Without prejudice to the foregoing generality, the Council may disclose information in compliance with the Freedom of Information Act 2002.
- 2.4 Accordingly, if you consider that any of the information included in your tender response is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure/publication. It should be remembered though, that, even where you have indicated that information is commercially sensitive, the Council may disclose this information where they see fit. Receipt by the Council of any material marked "confidential" or equivalent should not be taken to mean the Council accept any duty of confidentiality by virtue of that marking.
- 2.5 Please note that the responses to any questions raised during the tendering period will be circulated to those who have submitted an Expression of Interest in the form of a Circular Advice Note.
- 2.6 The evaluation will include emphasis on quality as well as price.
- 2.7 The timescales relating to this tender are:

Action	Date
Place advertisement and circulate	w/c 26 October 2015
Send out tender documentation	w/c 2 November 2015
Last date for receipt of Expression of Interest	16 November 2015
Closing date for questions relating to tender	23 November 2015
Responses to questions relating to tender	30 November 2015
Site Visits (if requested)	30 November 2015
Closing date for return of tender	11 January 2016
Delegated members to meet and review received tenders	w/c 18 January 2016
Interviews (if deemed necessary)	w/c 18 January 2016
Selection Ratified at Council Meeting	28 January 2016
Tender award date	w/c 1 February 2016
Contract start date	Approx March 2016

### Section 3 - General Information

#### 3.1 Organisation Identity

3.2 Name of the Company in whose name business is to be transacted:

Organisation Name:.....

Contact person: .....

Registered Address: .....

.....

Tel no(s): .....Company No:.....

e-mail .....

Primary Address from which the services covered by the tender will be provided (if different from above).

Registered Address: .....

.....

Tel no(s): .....

e-mail .....

Please indicate below the principal types of business activity of your company, and your main geographical area (continue on a separate sheet if necessary)

#### 3.2 Legal Information

What is the status of your organisation - sole trader, limited liability partnership, public limited company, private limited company, charity (delete where not applicable)

Ref: ComPStatRd

Date of formation of organisation: .....

VAT Registration Number (indicate if not applicable).....

Are there any court actions and/or industrial tribunal hearings outstanding against your organisation? **yes/no**

If "yes" provide details :.....

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Has your organisation been involved in any court actions and/or industrial tribunals over the last 3 years? **yes/no**

If "yes" provide details :.....

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Please give the names and responsibilities of any Directors/Partners of your organisation (or indicate if not applicable):

Name	Title/Responsibility

#### **Section 4 - Health and Safety**

**4.1 All contractors undertaking works under this tender must satisfy the Parish Council of their competency regarding Health and Safety.**

4. 2 **IMPORTANT:** - In order to assess your tender comprehensively please provide a copy of your company's Safety Policy and Site Specific Risk assessment/Method Statement associated with the work you are being invited to price as required by the CON DAM regulations (1994). **YOUR TENDER WILL NOT BE CONSIDERED WITHOUT THESE DOCUMENTS**

#### **Section 5 - Human Resources**

5.1 How many employees does your organisation employ? .....

**Equal Opportunities** Please note, if you are a *One Person Business* (OPB) (ie no employees except the owner) then select OPB when given the option.

5.2 The Council has a duty to ensure Equality and this extends to its suppliers. Please, therefore, answer the following questions:

5.3 Is it your policy, as an employer, to comply with your statutory obligations under current UK Race Relations legislation? **Yes/No/OPB**

5.4 Is it your policy as an employer to comply with your legal obligations under the Equal Pay Act and also under relevant equality legislation not to discriminate on grounds of Disability , Sex, Sexual Orientation, Religion or Belief under relevant UK legislation?

**Yes/No/OPB**

5.5 In the last three years, has any finding of unlawful discrimination in the employment field been made against your organisation by the Employment Tribunal, the Employment Appeal Tribunal or any court or commission in a formal investigation?

**Yes/No/OPB**

5.6 In the last three years, has any finding of unlawful discrimination in ANY field been made against your organisation by the Employment Tribunal or any court or in comparable proceedings in any other jurisdictions on the grounds of alleged unlawful discrimination on the grounds of Disability , Sex, Sexual Orientation, Religion or Belief? **Yes/No**

In the last three years has any contract with your organisation been terminated on the grounds of failure to comply with either or both of:

a) Legislation prohibiting discrimination? **Yes/No**

or

b) Contract conditions relating to equal opportunities in the provision of goods, facilities or services? **Yes/No**

Has your business been convicted, in the last three years, of breaching any other areas of UK legislation? **Yes/No**

5.7 If you answer "yes" to any of the questions please provide details, on a separate sheet, headed with the relevant question number, include the date of each occasion, the finding and state what corrective organisational changes you have taken as a consequence.

Is your approach to equality set out in:

a) Instructions to those concerned with recruitment, selection, remuneration, training and promotion? **Yes/NO/OPB**

b) Documents available to employees or their representatives? **Yes/NO/OPB**

c) Recruitment advertisements or other literature? **Yes/NO/OPB**

5.8 Are your staff with managerial responsibilities required to receive mandatory training on equal opportunities? **Yes/NO/OPB**

5.9 Is it your practice not to discriminate directly or indirectly on the grounds of Disability, Sex, Sexual Orientation, Religion or Belief in the provision of goods, facilities or services to the public?  
**Yes/No**

**Section 6 – References**

Please complete details below for at least 3 references for current or recent contracts/provision of services. The Council will contact these referees as part of supplier evaluation immediately following receipt of tender and your permission to do so will be assumed.

**6.1 Reference 1:**

Contact Name .....

Phone No(s): .....

e-mail .....

Address: .....

.....

Brief description of contract – including quality standards, target performance levels; completion date and extensions of time granted; and tender price, variations and final cost.

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**6.2 Reference 2:**

Contact Name .....

Phone No(s): .....

e-mail .....

Address: .....

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Brief description of contract – including quality standards, target performance levels; completion date and extensions of time granted; and tender price, variations and final cost.

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**6.3 Reference 3:**

Contact Name .....

Phone No(s): .....

e-mail .....

Address: .....

.....

Brief description of contract – including quality standards, target performance levels; completion date and extensions of time granted; and tender price, variations and final cost.

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**Section 7 – Insurance**

7.1 Please provide details of your organisation's insurance protection in relation to employer's liability, public liability and professional indemnity.

Policy	Insurer	Value £
Employers Liability (please indicate if OPB)		
Public Liability		
Professional Liability		

7.2 Your tender must also be accompanied by proof of Employers Liability insurance to the value of 5,000,000 (five million pounds). **YOUR TENDER WILL NOT BE CONSIDERED WITHOUT THIS DOCUMENT.** The Contractor will maintain Public, Profession and Employer (if appropriate) Liability Insurance throughout the term of the Contract.

**Section 8 – Environmental**

8.1 Tenderers are required to remove from site(s) all waste materials including, but not restricted to – wood, plaster, paper, metals, plastics, glass.

8.2 Tenderers should indicate how they separate and dispose of the materials described in this clause, and indicate methods of storage of hazardous substance, eg fuel etc

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## **Section 9 - Additional Information**

- 9.1 Please describe, on a separate sheet, your previous experience of providing services similar to those you wish to provide under this tender.
- 9.2 The contractor shall provide a copy of their VAT registration number and documentation with the tender.
- 9.3 Your tender must also be accompanied by a schedule of daywork rates for both labour and materials.
- 9.4 The execution of the works should be in accordance with the conditions specified herein. Any orders placed will be on such conditions and to the exclusion of any other conditions unless the same are expressly agreed to by the Council in writing.
- 9.5 Your tender must include a programme of works with proposed start and finish dates.
- 9.6 Your tender must be a fixed price for 12 months from the date of your quotation.
- 9.6 Your tender must be inclusive of all necessary labour, material and plant (if applicable).
- 9.7 Your tender must include a full Bill of Quantities.
- 9.8 Please do not include any publicity material with your submissions
- 9.9 Applicants are advised that all costs incurred either directly or indirectly in preparation, submission or otherwise related to this advertisement will be borne by them, and in no circumstances will the Council be responsible for any such costs. Applicants are also advised that the Council at its sole discretion acting reasonably and in good faith reserves the right to abandon the procurement at any stage prior to contract award.
- 9.10 As part of a commitment to transparency the Council is now publishing all spend over £500 each month. This includes spend on contracts, so the successful contractor should expect details of spend against the contract to appear on the Council website. The Council is also committed to publishing tender and contract documentation after contract award stage. Commercially sensitive information will be redacted from documentation. What constitutes commercially sensitive information is a matter for the Council's sole discretion. However, tenderers will be invited to identify information they consider to be commercially sensitive in their tender return and this will be taken into account in the Council forming a view.

## **Section 10- Commercial Information**

### **10.1 Pricing Instructions:**

A document indicating scope of work is attached (Appendix 1). You are required to review that document, and respond with appropriate costs.

All work schedules are to be agreed by the RFO/Clerk.

## 10.2 Payment Terms

- The Council will only make payment against itemised contractor invoices.
- Payments will be made by cheque by interim payments
- **Retention** - All interim payments will be full sum **less 5% retention** unless otherwise agreed in writing by the Council
- Subject to the Contractor completing all remedial works that may be required 50% of such retention shall be released to the Contractor upon satisfactory completion of the works and the balance shall be released to the Contractor upon satisfactory completion of the period of maintenance.
- Retention will only be released by the Council upon receipt of a written request from the Contractor stating the amount to be released.
- Cheques are issued after the Parish Council meeting that is held on the third Thursday of the month. Invoices need to be received by the RFO/Clerk by the first Thursday of the month to ensure payment. Invoices received after then will not be paid until the following month.
- Invoices received for work that has not been authorised by the Council (other than for emergency action) will be rejected.
- Dayworks, Extras & Variations - No work deemed, as 'extra over' to the standard agreed works items are to be undertaken without the express written authorisation of the Council. Such claims for payment will be negotiated.
- In order to receive payment the contractor must possess a valid HMRC Registration Number. A copy of which must be presented to the RFO/Clerk at the Pre-Order meeting.
- If the contractor is declared bankrupt, is liquidated or placed into administration, the contract will immediately become nul and void.
- If the contractor is found guilty of committing fraudulent acts (whether or not associated with this contract), the Council will have the right to terminate the contract without prior notice.

## 10.3 Site Visit

- A site visit may be arranged prior to the tender closure date. If a formal site visit is not arranged, tenderers are expected to make their own visit to the Parish.
- All tenderers are required to satisfy themselves that they are in possession of sufficient information to prepare a detailed, fixed price, offer. If any errors are made due to failure to obtain such information, the responsibility will lie with the tenderer.

## Section 11 - Health and Safety

11.1 The Contractor will comply with the Health and Safety/Risk Assessment best practice.

- 11.2 All persons operating machinery and equipment must be appropriately trained. The Contractor shall provide to the RFO/Clerk adequate proof that all operatives are well trained and conversant with Health & Safety legislation and are competent in their operating methods;
- 11.3 The Contractor is required to notify the RFO/Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages. The Contractor is expected to carry spillage kits.

**Please ensure that you have completed all sections and included any continuation sheets. Incomplete tenders will not be considered.**

**Checklist**

<b>Organisation Identity</b>	✓
<b>Legal Information</b>	
<b>Health &amp; Safety</b> – have you included a copy of your Safety Policy and Site Specific Risk Assessment/Method Statement?	
<b>Human Resources</b>	
<b>References</b> – have you included 3 references	
<b>Insurance</b> – have you included proof of Employers Liability to the value of £5M?	
<b>Environmental</b>	
<b>Additional Information</b>	
Description of previous experience of providing similar services	
Copy of VAT registration Number	
Schedule of Day work rates for both labour and materials	
Programme of Works with proposed start and finish dates	
Full Bill of Quantities	
Fixed Price Offer	
<b>Have you included 2 copies of your tender submission?</b>	

Company Name: .....

Address:  
 .....  
 .....

Tel No(s): .....

e-mail: .....

Signed: .....

Name: .....

Position in Company:.....

Date: .....