Rossendale Borough Council

INVITATION TO TENDER FOR

Improvements to Victoria Park Play Area, Haslingden

INSTRUCTIONS AND DETAILS OF CONTRACT
Rosendale Borough Council

Improvements to Victoria Park Play Area, Haslingden

Introduction

Rosendale Borough Council (RBC) is seeking tenders from competent contractors to undertake Improvements at Victoria Park Play Area, Haslingden.

- Removal of some equipment as necessary and storage
- Removal of safety surface and shockpads
- Import material and raise levels
- Supply and install new shockpads and safety surface
- Reinstall any play equipment removed.
Area Information

The site for the works is as follows:

Victoria Park, Haslingden situated South of Haslingden on Helmshore Road (B6214). Area for improvement works is existing play area as shown below.

OS Grid; 378743,422297  Nearest Post Code; BB4 4BY

The Contractor must, before tendering, ascertain the nature of the location, the extent and nature of the types of work required and all local conditions and restrictions likely to affect the execution of the works. No claim at a later date will be considered on the grounds of lack of knowledge of conditions of access, or nature of the area. The Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor’s tender. The main area of Victoria Park must still be in normal use throughout the play area works and the safety of park users must be ensured at all times, especially when vehicles and machinery access the construction site along paths and drives.
## SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CONTRACT DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Description:</strong></td>
<td>Rossendale Borough Council (RBC) is seeking tenders from competent contractors to undertake improvement works at Victoria Park Play Area, Haslingden. The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor’s obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.</td>
</tr>
<tr>
<td><strong>Insurance Requirements:</strong></td>
<td>All adequate insurance to run alongside the contract as required. Please submit certificate of public liability insurance.</td>
</tr>
<tr>
<td><strong>Completion of Contract:</strong></td>
<td>30th December 2018.</td>
</tr>
<tr>
<td><strong>Procuring Officer:</strong></td>
<td>Any queries must be addressed to; David McChesney Rossendale Borough Council Operations Team Bacup OL13 0AR, Tel:- 01706 252584, email: <a href="mailto:DavidMcChesney@rossendalebc.gov.uk">DavidMcChesney@rossendalebc.gov.uk</a> before 3rd September 2018.</td>
</tr>
<tr>
<td><strong>Intention to Tender Form</strong></td>
<td>Please return the Intention to Tender form as soon as possible and no later than 27th August 2018</td>
</tr>
<tr>
<td><strong>Submission instructions:</strong></td>
<td>Provide copy of the tender document in envelope marked “Tender-Strictly Confidential – Improvement works at Victoria Park Play Area, Haslingden, to be opened by addressee only”. The envelope must bear no name or other distinguishing matter or mark revealing the identity of the sender. Tenders to be sent to address below or via email:</td>
</tr>
<tr>
<td><strong>Tenders to be sent to:</strong></td>
<td><a href="mailto:tenders@rossendalebc.gov.uk">tenders@rossendalebc.gov.uk</a> (solely use this email for tenders) or alternatively post to; Committee and Democratic Services Manager Rossendale Borough Council</td>
</tr>
</tbody>
</table>
Room 213  
The Business Centre  
Futures Park  
Bacup  
OL13 0BB

| Date/time for Tender return: | Monday 3rd September 2018 12noon |

**Timetable**  
This timetable is indicative only. The Council reserves the right to change it at its discretion.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Date(s)/time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of Invitation to Tender</td>
<td>13th August 2018</td>
</tr>
<tr>
<td>Submission of Tenders</td>
<td>Monday 3rd September 2018 12noon</td>
</tr>
<tr>
<td>Evaluation of Tenders</td>
<td>From Monday 3rd September 2018</td>
</tr>
<tr>
<td>Notification of result of evaluation</td>
<td>7th September 2018</td>
</tr>
<tr>
<td>Contract commencement</td>
<td>1st October 2018</td>
</tr>
<tr>
<td>Completion Date</td>
<td>30th December 2018.*</td>
</tr>
</tbody>
</table>

*agreed 'snaggings' and season dependant re-instatement will be permitted after this deadline at discretion of the Project Manager.
CHECKLIST FOR TENDERERS

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Included in Tender?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completed Bill of Quantities with final price and signed Form of Tender.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Recent References x 2</td>
<td></td>
</tr>
</tbody>
</table>
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SCHEDULES

1 Specification
2 Part 1 - contract particulars
   Part 2 - standard terms and conditions
   Part 3 - special terms and conditions
3 Form of tender
4 Certificate of non-collusion and non-canvassing
5 Intention to tender form
IMPORTANT NOTICE

This Invitation to Tender ("ITT") is issued to those who wish to tender ("Tenderers") to Rossendale Borough Council (the “Council”) to undertake improvement works at Victoria Park, Haslingden (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations.
1. **BACKGROUND**

1.1 Further details of the Council’s needs under the Contract and other relevant information is provided in the Specification at ITT Schedule 1.

1.2 If you have any questions or require any clarifications, please contact Mr David McChesney (Parks Supervisor), Rossendale Borough Council, Henrietta Street OL13 0AR, Tel: 01706 252584, email: DavidMcChesney@rossendalebc.gov.uk

1.3 Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

1.4 Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all Tenderers.

1.5 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

1.6 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

1.7 Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

1.8 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
2. TENDER SUBMISSION REQUIREMENTS

2.1 Tenders must be written in the English language.

2.2 Tenders must provide responses referring back to the numbering format as set out in section 5 of this ITT.

2.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

2.4 The Tender (including price) should remain valid for a minimum period of 90 days.

2.5 The Tender must not be qualified in any way.

2.6 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

2.7 Your full registered business/name and main office address must also be provided on all documents.
3. CONTRACT DOCUMENTS

3.1 Any resulting Contract will consist of the standard JCT Minor Works Building Contract 2011, Contract Particulars (to be completed), the Standard Terms and Conditions, the Special Terms and Conditions (all as set out in Schedule 2) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

3.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.

3.3 Any contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed and may allow for a standstill period to elapse before sending confirmation of contract award to the successful Tenderer.
4. **TENDER EVALUATION AND AWARD CRITERIA**

4.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.

4.3 Tenders will be evaluated against the award criteria set out below.

4.4 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.

4.5 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

4.6 Tenders will be evaluated taking into consideration the following award criteria:

The criteria are:

(a) Value for money (50%)

(b) Ability to fulfil the requirements of the project within the timescales (40%)

(c) References from previous projects undertaken (10%)
5. INFORMATION REQUIRED

5.1 Tender information

Tenderers are asked to indicate:

5.1.1 Their proposed methodology for fulfilling the Contract and meeting the Specification;

5.1.2 A contract timetable which the Tenderer proposes to adhere to;

5.1.3 A project management structure and principal point of contact for the Council who will be Contract Manager;

5.1.4 The proposed personnel identified for the provision of the Contract and whether they will be exclusively deployed to the Council and any other resources which will be used.

5.2 Pricing

5.2.1 Tenderers must complete the Pricing Schedule set out in BoQ to provide all of the obligations under the Contract.

5.2.2 All Prices shall be stated in pounds sterling and exclusive of VAT.

6. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT


6.2 As part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

6.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

6.4 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold
6.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

6.5.1 Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

6.5.2 Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

6.5.3 In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.