



Lostwithiel Town Council
Taprell House
North Street
Lostwithiel
Cornwall
PL22 0BL

01208 872323

clerk@lostwithieltowncouncil.gov.uk

Tender pack for full repair & for complete removal of Second Island walkway
(A390 Pedestrian underpass between Second Island Park & King George V
playing field)

Lostwithiel Town Council wishes to invite tenders for a full repair and for complete removal of the Second Island walkway (A390 Pedestrian underpass).

The underpass was constructed in 1998 and the structure comprises reinforced concrete piers, within sacrificial PVC casing, supported on concrete, immediately adjacent to the west abutment of Liddicoat Bridge. The deck comprises 254x146mm UB steel beams, spanning between the piers with 60x60x5mm rolled steel angles bolted into the webs of the beams. The deck comprises 150x50mm timber planks spanning between the longitudinal steel beam.

The Council requires the following works: -

1. Complete replacement of the timber decking, upstands and wire netting.
2. Where rusting has occurred to all current visible areas and the area visible after removal of the decking, the rusted areas should be cleaned down to bare metal and painted with Galvafroid.

The Council also wishes to consider complete removal of the walkway.

1. Complete removal of the structure from the River Fowey and removal of all materials and debris from site.

Please be advised that working hours for the successful tenderer will be limited to daylight hours and periods of low tide and restricted to Monday – Saturday.

The Council's insurers require that the successful tenderer holds insurance cover to work in high risk environments given that it may prove necessary to work on the structure whilst standing in the River Fowey. The Council will require approval of the successful bidder's evidence of high risk environment insurance cover, written site-specific method statements and risk assessments approved by the Council's insurer prior to the commencement of works.

In addition, if your tender is successful the Council will require prior to the commencement of any works the following documents: -

- Agreement on how you will comply with
the Health & Safety at Work Act 1974
the Management of Health & Safety at Work 1999
Provision & Use of Work Equipment Regulations 1998
- Written confirmation that any accident will be reported in writing to the Council within 48 hours of the event.
- Written confirmation that any damage caused, including damage in the adjoining fields, whilst performing contract works will be reinstated to the satisfaction of the Council.
- Copy of your insurance policy including public liability to a minimum value of £5,000,000 & details of your Employer's Liability insurance and certificates of competency.

The successful tenderer will be liable for all services undertaken pursuant to the tender and shall indemnify Lostwithiel Town Council and keep the Council fully indemnified against any demands, claims, liabilities, losses, costs and expenses whatsoever including all legal costs and damages or compensation paid by the Council on the advice of its legal advisors to compromise or settle any claim that may be incurred by the Council as a result of any breach by the successful tenderer including by not limited to :-

- a) Any act of neglect or default of the employees of the successful tenderer
- b) Any breaches in respect of any matter arising from the supply of the services resulting in any successful claim by any third party.

The successful tenderer shall not sub-contract any of its obligations under the tender without the prior written consent of the Council

Tendering of the contract is the responsibility of Lostwithiel Town Council and your only point of contact is the Town Clerk on 01208 872323 or via email clerk@lostwithieltowncouncil.gov.uk.

Prospective contractors are not permitted to contact Councillors or office staff to canvass or encourage support for their tender outside of the prescribed process.

Lostwithiel Town Council reserves the right to modify or amend this document at any time prior to the deadline for the receipt of tenders. Any such change will be notified to the Tenderers in writing. Where modifications or amendments are significant, the Council may, at its discretion extend the deadline for the receipt of tenders.

Tenders must be returned in a plain sealed envelope clearly marked 'A390 Pedestrian Walkway tender' by midday on Thursday 1 March 2018. Should you choose not to post your tender please be advised that it will not be possible to hand deliver it to a member of staff the tender will need to be left in the black post box outside the Taprell courtyard black metal gates.

Tenders are to be addressed to: -

Mrs S Harris
Town Clerk
Lostwithiel Town Council
Taprell House
North Street
Lostwithiel
Cornwall
PL22 0BL

Tenders submitted electronically by email or fax will be rejected. A tender that is not sealed, is received after the appointed time for receipt or is in an envelope that has a mark identifying the tenderer will be considered an irregular tender. The Council takes no responsibility for tenders which are not received.

Please include with your tender a completed Form of Tender & the Non-Collusion Certificate Pages 8 - 11 of this pack). Please ensure you also include a detailed specification relating to how the work would be undertaken as this will be an essential element of the Council's assessment of the tenders received.

Tenderers will not be entitled to claim from the Council any costs or expenses that maybe incurred in preparing their tender. Tenderers are responsible, at their own expenses, for obtaining all information necessary for the preparation of their tender. Information provided by the Council is supplied only for general guidance in the preparation of the tender. No responsibility is accepted by the Council for any loss, damage or expenses arising from the use by Tenderers of such information.

All tenders will be opened after the date and time appointed for the receipt of tenders for the proposed contract by the Town clerk in the presence of two Town Councillors. All bidders will be notified simultaneously and as soon as possible of any contracting decision.

The Council intends to hold a viewing on Wednesday 14 February at 10am. Any interested tenderer can attend, please meet at the King George V side of the walkway at 10am.

The tenders will be assessed on the following criteria equally weighted.

Full Repair

1. Detailed specification of how the tenderer intends to undertake both the replacement of the timber decking, upstands and wire netting and the cleaning down to bare metal and painting of the exposed steel structure.
2. Price

Complete Removal

1. Detailed specification of how the tenderer intends to remove the walkway.
2. Price.

There is no obligation to tender for both the full repair and complete removal.

Tenders

1. Tenderers shall ensure that the tender response is compliant with all statutory and other provisions to be observed and performed in connection with any subsequent award of contract.
2. Tenderers should note that all the requirements detailed in the tender document supersede all detail, documents and discussions prior to the issue of this tender.
3. Tenderers should note that the Council does not bind itself to accept or reject the lowest or any tender, and reserves the right to accept or reject any tender, either in whole or in part, or to annul the tender and not to award any contract. The Council will not be responsible for any costs incurred.
4. The Council may enter into limited post tender clarification following receipt of the tender responses.
5. As part of the tender evaluation process the Council may shortlist from the offers received and short-listed tenderers may be invited to give a presentation to the Council. Detailed arrangements for any presentation will be issued nearer the time.
6. Tenderers should note that the Council will require evidence of both Professional Indemnity Insurance & Public Liability Insurance to be submitted with the tender. Please also include details of your qualifications and membership of professional bodies.

7. Please enclosed a signed copy of page 8 - 11 of this document as part of your tender.

8. Please also provide an indication of timescale for delivery, the Council wishes to have the work completed by the start of the School Summer Holidays week commencing Monday 23 July 2018. Any questions regarding this tender must be raised in writing no later than Thursday 22 February at 5pm.

Freedom of Information

Under the Freedom of Information Act 2000, members of the public or any interested party may make a request for information to the Council.

Information contained in your tender documents will be treated as commercially sensitive and not subject to disclosure until a successful tender has been awarded.

After the tender has been awarded, the information in your tender may be disclosed upon request to members of the public or interested parties.

If your tender documents or any information therein is commercially sensitive then the onus is on you, as the tenderer, to ensure that this information has been clearly identified to the Council.

FORM OF TENDER

To: Lostwithiel Town Council

Date: _____

Tender for full repair & for complete removal of Second Island walkway
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playing field)

1. I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our tender to supply and/or deliver all the goods and/or services on such terms and conditions and in accordance with such specifications as are contained or incorporated in the invitation to tender.
2. Any prices, rates or discounts quoted in this tender are valid for 120 days after the tender return date and we confirm that the terms of the tender will remain binding upon us and may be accepted by you at any time before expiry of that period.
3. I/We the undersigned have not and will not at any time before the hour and date specified for the return of the tender communicate to any person the value or approximate value of the proposed tender.
4. I/We the undersigned confirm that this is a bona fide competitive tender and that I/We have not fixed or adjusted the value of the tender or entered any agreement with any other person that they shall refrain from tendering.
5. I/We the undersigned confirm that we have not given or offered or will not give or offer any gift or consideration whatsoever as an inducement or reward to anyone connected with this project.
6. I/We the undersigned acknowledge that any sharing of confidential information with any outside body or organisation will make the tender void.

Signed.....

Print Name

In the authorised capacity
of:.....

Please enter in the space below in BLOCK CAPITALS the contact details for 2
references

Reference 1

Reference 2

Non-Collusion Certificate

I/We certify that

- a) The prices, specifications and all matters relating to the enclosed Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purposes of restricting competition with any other person or organisation.
- b) Unless otherwise required by law, the prices and other information have not knowingly been disclosed, directly or indirectly to any other person or organisation nor will they be disclosed.
- c) No attempt has been made or will be made to induce any other person or firm to submit or not to submit a Tender nor to withdraw or amend a Tender which has either already been or is intended to be submitted for the purposes of restricting competition.
- d) No attempt has been made directly or indirectly to canvass any Lostwithiel Town Councillor or employee of Lostwithiel Town Council or anyone acting on the Council's behalf concerning the award of the contract which is the subject of this invitation to tender.

In addition, no person acting on behalf of or representing the persons or firm submitting this tender has:

- a) Offered, given or agreed to give anyone any inducement, gift or reward in respect of this or any other Council contract.
- b) Committed an offence under the Prevention of Corruption Acts 1889 to 1916 (or any amendments to them) or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 or given, solicited or accepted any fee or reward or any form of money.
- c) Committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

I/We understand that the Council may cancel the contract we me/the firm if there is any evidence of any failure on my/the firm's part to comply with any of the above and if necessary take legal action against me.

Signed

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