

WEM TOWN COUNCIL

INVITATION TO TENDER

Supply and install a roof mounted PV solar array complete with controls and roof works at Wem Swimming and Lifestyle Centre,

**ADDRESS: Wem Swimming and Lifestyle Centre, Bowensfield Wem
SY4 5AP**

INSTRUCTIONS AND DETAILS OF CONTRACT

Wem Swimming and Lifestyle Centre

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

CONTRACT DETAILS

Contract Description

Wem Town Council (WTC) is seeking tenders from competent contractors to:

Supply and install a roof mounted solar array complete with controls and roof works at Wem Swimming and Lifestyle Centre.

The roof of the building is 26metres long and 23 metres wide, approximate area 540m². The building is single storey with a 10° felt covered pitched roof.

The building will be occupied during the works and is building is visited by members of the public. The contractor shall maintain existing services, ensure minimal impact on the building use and agree dates and duration of any unavoidable disruption.

The work is to be carried out in compliance with **Construction (Design and Management) Regulations 2015 (CDM 2015) and Building regulations** and the contractor must

- Provide safe access and roof edge protection to the roof.
- Provide all site welfare facilities as required.
- Remove all debris arising from the works from site and leave the works clean and tidy upon completion

The work is to include the following:-

Prepare existing roof, lay PIR insulation over entire existing roof covering, mechanically fixed to existing substrate. Completed roof construction to have a U value not exceeding 0.16w/m².k to comply with current building regulations.

Apply single ply EDPM roof covering as Sika or similar approved in accordance with manufacturer's instructions and details, over the entire roof area, allow for flashing roof penetrations and forming eaves and verges.

Allow for Project management of the above roofing works.

Supply and Install a Grid-connected 50kWp PV system. The Feed-in is 3 phase. System complete with all controls, Safe system DC together with monitoring of the electrical consumption following completion, certification and commissioning of the installation.

Allow for Project management of the PV system described above.

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 contractors tender.

Site visit, the contractor is invited to visit the site to ascertain the nature of the work and the conditions under which the work will be carried out, any claim as a result of lack of knowledge will be not be accepted. Arrangements to visit the site are to be made through the procuring officer.

Procuring Officer: Penny O'Hagan Town Clerk
Tel 01939 232733

Submission instructions

Provide the tender document in envelope marked "Tender-Strictly Confidential – Wem Swimming and Lifestyle Centre – 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
Wem Town Council
Wem Library,
High St,
Wem,
Shropshire
SY4 5AA

Tenders may be emailed to : info@wem.gov.uk with the following subject heading
Tender-Strictly Confidential – Wem Swimming and Lifestyle Centre

Tenders to submitted No later than **16.00 23/5/24**

Timetable

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

Stage	Date(s)/time
Issue of Invitation to Tender	Week commencing 29.04.24
Submission of Tenders	By 16.00 23/5/24
Notification of result of evaluation	Week ending 7/6/24
Completion Date	31/12/24

IMPORTANT NOTICE

The contents of this Invitation to Tender (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.

BACKGROUND

- 1.1 Further details of the Council's needs under the Contract and other relevant information is provided in the Specification.
- 1.2 If you have any questions or require any clarifications, please contact Miss Penny O'Hagan, Town Clerk, Wem Town Council Tel: 01939232733 email: info@wem.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.
- 1.9 Health, Safety, and Insurance - All health and safety is the responsibility of the contractor. Any contract resulting from this invitation to tender will be as an independent contractor, and prior to starting the contract you will be required to arrange and evidence appropriate insurance cover. A Site Management Plan and Risk Assessment will be required prior to work commencing on site. It will be the responsibility of the Contractor to provide and maintain adequate PPE for the duration of the contract.
- 1.10 Reporting Procedure - A preliminary meeting will be held between Wem Town Council and the selected contractor to ensure that all are fully aware of and in agreement with what needs to be done to fulfil the terms of the contract. Day-to-day contact between the contractor and Wem Town Council will be with Penny O'Hagan Town Clerk, contact details will be shared with the winning tenderer. The contractor will be required to notify Wem Town Council in advance of work commencing and finishing on site; and provide regular progress updates.
- 1.11 Payment terms - one stage payment will be made one during the works and another upon completion (or other terms that may be agreed between the Town Council and the successful contractor).

A retention of 2 ½ % will be held for a rectification period of 60 period from the completion date and will be paid on satisfactory completion of any remedial works carried out to rectify any defects.

2. TENDER SUBMISSION REQUIREMENTS

- 1.12 Tenders must be written in the English language.
- 1.13 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.
- 1.14 The Tender (including price) should remain valid for a minimum period of 90 days.
- 1.15 The Tender must not be qualified in any way.
- 1.16 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 1.17 Your full registered business/name and main office address must also be provided on all documents.

3.Tender Information

Tenderers are asked to include the following information

No	Item	Included
1.	A detailed cost breakdown of the roof insulation and Solar PV works to be provided.	
2.	Guarantee and warranty information as appropriate.	
3.	References x 2	
4.	Method Statement	
5.	Copy of Public Liability and Employer's Liability Insurance	
6.	Copy of Health and Safety policy	
7.	Details of two similar projects recently undertaken	
8.	A project management structure and principle point of contact and whether they will be exclusively deployed to the Council and if any work will be subcontracted out.	
9.	A timetable which the tenderer proposes to adhere to.	

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

4 CONTRACT DOCUMENTS

- 1.18 The successful contractor will be required to enter into a JCT Repair and Maintenance Contract 2016
The Contract will consist of the 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.
- 1.19 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 1.20 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.

5 TENDER EVALUATION AND AWARD CRITERIA

- 1.21 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.

- 1.22 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 1.23 Tenders will be evaluated against the award criteria set out below.
- 1.24 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.
- 1.25 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.
- 1.26 Tenders will be evaluated taking into consideration the following award criteria:

The criteria is:

- (a) Fulfilling the requirements of the brief
- (b) A list of previous projects undertaken
- (c) References
- (d) Comply to the specification
- (e) Value for money
- (f) Commitment to Carbon Reduction

Please note the Council reserves the right to check the Financial Stability and Capacity of an applicant prior to any award of contract in order to ensure that they pass the requirement.

6 FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 1.27 The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).
- 1.28 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.
- 1.29 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.

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 information if it is covered by an exemption from disclosure under the Act or the EIR.

- 1.30 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
 - 1.30.1 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
 - 1.30.2 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

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