



Instructions to Tenderers

**Installation of a Multi-Use Games Area
into the Mundy Playing Fields, Thornbury**

Spring/Summer 2026

1. General Provisions

- 1.1. Tenderers must comply with these instructions. The Tenderer must complete and return, in its entirety, the Form of Tender and the Tender Declarations documents. Any tender not complying with any instruction may be rejected by the Council, whose decision in the matter shall be final.
- 1.2. By inviting companies to tender, the Council makes no representations whatsoever regarding their financial stability, technical competence or ability in any way to carry out the services.
- 1.3. The Council does not bind itself to accept the lowest or any tender.
- 1.4. The Council shall not be responsible for any costs, expenses or losses which may be incurred by any Tenderer in the preparation of, or otherwise in connection with, the tender.
- 1.5. The Council may in its absolute discretion withdraw this invitation to tender at any stage.

2. Confidentiality and Related Matters

- 2.1. Invitations to tender and details of the project must be treated as private and confidential, save to the extent allowed by the Council as part of the tendering process. You must not disclose that you have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know and those of your professional advisers who you need to consult for the purposes of preparing the tender.
- 2.2. The Council shall be free to disclose any information prepared by the Council in connection with this tender to any person.
- 2.3. During the tender evaluation process the Council shall treat all information which a Tenderer properly identifies as commercially sensitive information as confidential.
- 2.4. Following the evaluation and award of the Contract, the Council will continue to honour confidentiality of information provided by Tenderers where this is consistent with its obligations under the Freedom of Information Act 2000. Tenderers must recognise that it is the Council's aim (consistent with the principles of the Act) is to make available to the public as much information as possible about its contracting arrangements subject also to having regard to the legitimate commercial interest of Tenderers. Only information which is genuinely confidential or commercially sensitive shall be protected from disclosure.
- 2.5. The Council cannot accept any request for provisions in the Contract which seeks to identify as confidential information which is not strictly confidential in nature. The Council will not hold information "in confidence" where it is not in fact confidential information.
- 2.6. Any request made by a third party to the Tenderer to disclose information relating to this tender shall be referred immediately to the Council. The Contractor shall not disclose any information themselves.
- 2.7. The successful Tenderer should be aware that following the award of the Contract, the Council shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive.

The Council shall seek to agree with the successful tendered the nature of the information to be so protected.

3. Workforce and Related matters

3.1 There are no workforce matters related to this contract.

4. Tender Submission

- 4.1. Tenders must be submitted strictly in accordance with the instructions.
- 4.2. Tenders not submitted in accordance with these instructions may not be accepted for consideration. The Council's decision as to whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration, the Tenderer concerned will be notified.
- 4.3. Returned Tenders must include:
 - Completed Form of Tender
 - Completed Tender Declarations
 - Method Statement
 - Health and Safety Statement
 - Environmental Statement
 - Quality Statement
 - Confirmation of commitment to supply Certificate of Public Liability Insurance of at least up to £10,000,000 in cover, upon award of contract
 - Confirmation of commitment to supply Risk Assessments, upon award of contract
- 4.4. The Council reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.
- 4.5. Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.
- 4.6. Where Tenderers have any queries about the Specifications or other Contract Documentation these should be submitted by email to tenders@thornburytowncouncil.gov.uk, addressed to the Deputy Clerk, clearly marked "TENDER QUERY – MULTI-USE GAMES AREA, MPF" in the email subject, and sent prior to the submission of the tender. If no queries are raised in connection with the contract documents prior to submitting the tender, the tenderer will be taken to have accepted these in the form as issued by the Council and no negotiation will be entered into after the tender return date.
- 4.7. It is the Tenderer's responsibility to examine the Specification and to obtain all information and carry out all inspections necessary for the completion of the tender and to satisfy themselves on all matters pertaining to the submission of a tender and the performance of the contract. Tenderers will be deemed to have done so and to have satisfied themselves before tendering as to the correctness and sufficiency of their tender to cover all their obligations under the contract and for all matters and things necessary for the proper performance of the contract.

- 4.8. Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own inspection and investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any Tenderer of such information.
- 4.9. The Council reserves the right to make changes of a drafting nature to the contract documentation which shall be accepted by the successful Contractor without reservation. Any such changes that are made during the tender period will be communicated to all interested suppliers via the portal.
- 4.10. In submitting a Tender, Tenderers accept that:
 - the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken
 - they are prepared to attend at the Council, before its officers, members, or both, in order to be interviewed / make a presentation / present samples for quality evaluation.
- 4.11. **Tenders must be submitted electronically by email in PDF format to tenders@thornburytowncouncil.gov.uk and addressed to the Deputy Clerk.** The email must be clearly marked "TENDER RETURN – MULTI-USE GAMES AREA, MPF" in the email subject. All required documents (see above) must be returned as electronic attachments to your submission.
- 4.12. No tender documents should be sent in any other form or by any other means of delivery unless specifically requested elsewhere in these instructions.
- 4.13. **Tenders must be submitted no later than 9.00am on Monday 30 March 2026** which is the date fixed for the submission of tenders. Tenders submitted after the deadline will not be accepted. All tenders will remain unopened until the prescribed date for opening which in this case is Tuesday 31 March 2026.
- 4.14. The tender shall be submitted on the basis that it shall remain in force for a minimum of four months from the date fixed for the submission of tenders. If the Council does not accept the tender within this time, then the tender shall be deemed to be withdrawn.
- 4.15. Tenderers undertake that, (in the event of the tender being accepted by the Council) within fourteen days of being called upon so to do they will execute a formal agreement in the terms set out. Until such a formal agreement is executed this tender together with the written acceptance of it shall form a binding agreement. No such letters of acceptance shall be issued where there are still issues outstanding relating to the contract.
- 4.16. Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the award of the contract or who obtains or attempts to obtain information from any such member or officer concerning any other tender or proposed tender for the contract shall be disqualified from having their tender considered.
- 4.17. Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The Council shall have the power to cancel the Contract and to recover from the appointed Contractor the amount of any loss arising from the cancellation if the Contractor:

- (a) shall have offered or given or agreed to give any member or officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
- (b) shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in Section 2 above); or
- (c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that that person shall refrain from tendering.

4.18. Tenders must be exclusive of Value Added Tax (VAT).

5. Evaluation of Tenders

5.1. The Contract will be awarded following an evaluation of tenders by an Evaluation Panel using the criteria set out below. The evaluation will be carried out by the Panel based on a desk-top evaluation of submitted tender documents, as well as tender interviews conducted shortly after the desk-top evaluation. The criteria which will be utilised in this evaluation are set out below in order of priority with weightings attached to each. Each Tender will be marked with a score of 1 to 5 given against each criterion. Weightings will then be applied to those scores in order to calculate the total score for each Tender.

Criterion	Weighting	Evidenced By, But Not Limited To
Cost/ Value For Cost	40%	Tendered Total Cost provided in completed Form of Tender, description and images of design provided in tender return documents and during any tender interviews.
Quality	25%	Details provided in tender return documents including: - compliance with relevant standards, durability of materials used, RAMS, installer and supplier qualifications, warranties, ongoing maintenance requirements, availability of spare parts and general statement of aftercare provision.
Environmental Considerations	20%	Description of methods and materials in tender return documents including: - imaginative use of spoil to create informal seating, materials used, low impact methods of working.
Attractive Design That Meets Specification	10%	Description and images of design provided in tender return documents, as well as explanations provided during interview, imaginative additional features.
Experience	5%	Details provided in tender return documents of other similar projects completed, and provision of referees.

- 5.2. A tender may not be accepted that significantly fails to satisfy any specific criterion, even if it scores relatively well against all other criteria.
- 5.3. Clarifications are statements requested from tenderers by the Council to remove ambiguity from tenders. Clarifications will be recorded in writing. If necessary to complete their marking, the Evaluation Panel may seek clarifications from the tenderer

via a Council Officer. Clarifications may be sought during the marking process to remove any uncertainty. If a clarification provides information not requested by the Council, then this information may not be accepted and may lead to the rejection of a tender at the Council's sole discretion.

- 5.4. Any clarifications will be requested and received before the Evaluation Panel complete their marking. No further requests for clarifications will be made after the marking is completed.
- 5.5. In line with the Council's Financial Regulations, tenders will be evaluated by a panel comprising of, at a minimum, the Chief Executive and one Councillor.

6. Timetable

- 6.1. The Council may reasonably alter the timescales in relation to the tender process and award of contract. The timescales relating to consultation, finalising design, commencement of works and completion are desired dates/estimates.

<i>Invitation to tender published on Government's Find a Tender website and posted on Town Council website.</i>	<i>w/c 02.02.26</i>
<i>Tenders to be returned by 9.00am.</i>	<i>30.03.26</i>
<i>Tenders to be opened by the Evaluation Panel.</i>	<i>31.03.26</i>
<i>Additional clarification to be sought and/or tender interviews to take place.</i>	<i>w/c 06.04.26</i>
<i>Extraordinary meeting of the Committee to consider recommendations from the Evaluation Panel for the award of the contract, followed by the award being made the next working day.</i>	<i>Mid-April 2026</i>
<i>Works to commence on site (expected to be approx. 4-6 weeks).</i>	<i>May 2026</i>
<i>Completion of contract delivery.</i>	<i>Mid July 2026 (aim) OR Autumn 2026 (allowing for unforeseen delays)</i>

7. Award of Contract

- 7.1. The decision of the Council shall be final.

8. Ownership of Documents

- 8.1. The Tender documents submitted by the Tenderer are, and shall remain, the property of the Council.



FORM OF TENDER

Tender for Contract:	Installation of Multi-Use Games Area, Mundy Playing Fields
Supplier Name:	

I/We the person named below hereby offer and agree on the acceptance of this Tender or any part thereof by the Council to provide the Goods/Services to the Council as described in and in accordance with the Invitation to Tender

I/We hereby offer to provide the said Goods/Services for the sums properly due under the Contract as calculated in accordance with the Pricing Schedule attached.

Tendered Total Cost (in GBP): £.....

I/We confirm that:

- (a) I/We are fully conversant with all the contract documentation included in the Instructions to Tenderers; and
- (b) This tender is submitted strictly in accordance with that contract documentation and is without any conditions or qualifications whatsoever; and
- (c) On being called upon to do so by the Council, I/We shall execute the Form of Agreement/Contract acknowledging our willingness to be bound by the Contract and its associated Terms and Conditions.

Person authorised to submit the Tender:

Name:

Position:

Dated:



TENDER DECLARATIONS

Tender for Contract:	Installation of Multi-Use Games Area, Mundy Playing Fields
Supplier Name:	

CONFLICT OF INTERESTS, CANVASSING & COLLUSIVE TENDERING & EQUALITIES

1. In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest that may arise either during the term of the Contract or for a period of two years after its termination.
2. I/We further hereby undertake that I/we will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act.
3. I/We certify that:
 - (a) this is a bona fide Tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.
 - (b) I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf has done any such act.
 - (c) That I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:
 - (i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.
 - (ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Instructions to Tenderers).
 - (iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.
4. I/We hereby confirm that I/we comply with all legislation, official guidance and codes of practice relating to equal opportunities, including but not limited to the Equality Act 2010 and any regulations made thereunder:

Person authorised to submit the Tender:

Name:

Position:

Dated: