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| **Quotations to be returned to:**  <https://in-tendhost.co.uk/tamworthbc> | **Invitation Date: 01 September 2025** |
| **In the event of any queries, please use the correspondence facility on the in-tend portal.** |

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| **Instructions to Providers**   1. Quotations are requested for the provision of New Sports Fencing & Flood Lighting to the Skate Park in Tamworth Castle Pleasure Grounds. 2. Quotations **MUST** be made in either pdf format or in a format which is compatible with Office 365 and documents submitted electronically via the in-tend portal at <https://in-tendhost.co.uk/tamworthbc> by:   **12 noon on Monday 29 September 2025.**   1. Any problems uploading submissions **MUST** be reported to the Corporate Procurement Team (Tel: 01827 709371 Email: [procurement@tamworth.gov.uk](mailto:procurement@tamworth.gov.uk) before the submission deadline. Where a provider (the ‘Provider’) of a supply and/or service is unable to upload their submission and the report of the problem is received after the submission deadline, this will result in the disqualification of the submission. 2. Providers must complete the attached price schedule and provide any attached additional information requested. 3. The Provider agrees and accepts that any Quotation submitted by the Provider shall remain open for acceptance for a period of ninety (90) days from the closing date for the receipt of Quotations, and shall not alter, amend, vary or withdraw without the prior written agreement of Tamworth Borough Council (the ‘Council’). 4. Quotations other than on this form will not receive consideration. The Council reserves the right to disqualify Quotations received where the Quotation does not comply with the Specification or any other conditions as stated in the Invitation to Quote (ITQ) document and/or; does not include all documentation or information requested/required by the Council as stated in the ITQ document and/or; requires or implies any variation to the terms and conditions of the contract (the ‘Contract’) as set out in the ITQ document and/or includes Prices and/or Rates which are stated in the Provider’s Quotation as being subject to variation or are uncertain, imprecise or not presented in the form prescribed in the ITQ document. 5. The Council is not obliged or bound to accept the lowest or any Quotation. 6. The Council’s General Conditions of Contract for Provision of Goods & Services will apply to any subsequent Contract. Providers may view the Terms & Conditions on the Council’s website at <http://www.tamworth.gov.uk/budgets/spending/tenders-and-contracts>. Providers accept that by responding to this ITQ and in the event their Quotation is accepted, they will enter into and execute a Contract subject to the Terms and Conditions of Contract without amendment, deletion or addition. Providers also accept that by responding to this ITQ they are accepting that the Terms and Conditions of the ITQ and any subsequent Contract are in all circumstances fair and reasonable in all respects and the contractor (the ‘Contractor’) shall be bound by the Terms and Conditions of the Contract forthwith and with effect from the Commencement Date of the Contract. 7. Any correspondence or request for clarification related to this ITQ must be submitted in writing via the Correspondence facility on the In-tend portal. Any such requests must be made at least ninety-six (96) hours prior to the submission return time and date deadline. Queries and/or requests for clarification will   NOT be answered after the 4 day deadline. Replies will be sent to all Providers as a Clarification Notice via in-tend, although the anonymity of the person raising the query will be maintained.   1. The Council is responsible for determining the IR35 status of a contractor where they fall under the definition of a personal services company, and will be required to deduct tax at source, including Pay As You Earn (PAYE) and National Insurance (NI), through the Real Time Information (RTI) system where appropriate. |

1. **Introduction**
   1. Tamworth is set in the beautiful county of Staffordshire. Our historic market town is rich in heritage. Once the capital of Mercia, Tamworth retains its ancient castle in the heart of the town centre, along with many other historic landmarks.

The Council is seeking to appoint an experienced Provider to remove and renew the fencing around the Skate Park in the Castle Grounds Pleasure Park and also remove the existing floodlighting and renew with LED lighting.

1. **Specification**
   1. **Preliminaries & General Clauses**

The Skate Park is a much loved and well used fixture of the Castle Grounds. It was installed in 2009 and now requires upgrading of the perimeter fencing and floodlighting.

Prior to commencement of work, the Provider shall arrange for coloured photographs to be taken of the land and surrounding areas, including neighbouring properties, sufficient to clearly show the original construction and condition of all structures, boundary walls and fences, paved areas, yard slabs, trees, fauna and grassland etc. likely to be affected directly or indirectly by the works. Copies of the photographs shall be deposited with the Council prior to commencement of work.

All materials and workmanship shall comply with relevant British Standards, Codes of Practice and published specifications and regulations. All materials shall be handled, stored and installed to manufacturer's instructions and recommendations

The Provider is deemed to have visited the site and satisfied himself with regard to facilities for access, storage and all other of his duties and obligations under the Contract and to have priced for these items.

* 1. **Health & Safety**

The Provider shall allow in his pricing for the avoidance of lone working, the provision of personal protection equipment for all site operatives and provision of safe access.

All electrical work shall be undertaken by competent/qualified persons. On completion of the work the Employer shall be provided with a completed Electrical Installation Certificate in accordance with the Regulations.

The Provider is to maintain documentation to confirm Manual Handling Training is given to site staff and sub-contractor’s staff employed at the works.

The Provider is to maintain documentation to confirm all plant and equipment used at the site is routinely maintained by competent persons. In addition, the Provider shall carry out risk assessments for all plant and equipment to be used at the site and maintain staff training and instruction records.

Before the works commence the Provider shall carry out a risk assessment relating to fire on the site during the course of the works and provide as necessary any preventative equipment to be used on site. The Provider shall enforce a no smoking policy at the site for the duration of the works.

Before the works commence the Provider shall carry out risk assessments relating to the environment and location of works to include all associated risks.

The Provider shall confirm the type/route/extent of all services both above ground and buried, within the project site. The Provider will undertake suitable protection/isolation measures, as appropriate, so as to prevent risk to the Health and Safety of the public and the workforce. Any services affected under this item are to be reinstated upon completion of the works.

* 1. **Security Measures**

The Provider is to ensure that the site is left secure at the end of each working day. All reasonable precautions are to be taken to prevent unauthorised access to the site and works, at all times.

A safe access to the Skate Park outside the site curtilage is to be maintained at all times as the Castle Grounds will remain accessible to the public both for access and recreation purposes. The path/cycleway that runs through the Castle Grounds must remain open, clean and accessible throughout the operation or an alternative safe route must be provided and sign posted

* 1. **On Site Health and Safety**

Access to the Castle Grounds for the Provider will be via Riverdrive.

All Health & Safety incidents, near misses and accidents shall be reported to the Employer within 24 hours. Any serious accident/injury or fatality shall be reported immediately or as soon as practicable.

The Provider must identify the amount of onsite parking for all staff and visitors required within the site compound and away from the public highway. This will include an appropriate area to enable the off-loading of machinery to carry out works on the Skate Park. No staff or visitors shall park on public land or carpark area without prior written approval of the Employer.

An interpretation board with a basic outline of the project shall be visible for public information along with the appropriate Health and Safety signage to be agreed with the Employer. The signage shall include information explaining alternative routes for pedestrians throughout the park and surrounding the work area.

* 1. **Date Restrictions, Working Hours and delivery/ Haulage**

The Council anticipates that this project will be carried out during the winter months when usage of the facility is at its lowest. The exact dates will be discussed with the successful supplier, but weather dependant we envisage a November 2025 start date and be completed before the end of December 2025.

Working hours will be between 8am and 5pm, this will be confirmed with the Employer before commencement of works.

All General site access/egress and deliveries are to be via Riverdrive. The Tennis Courts and children’s play area surrounding the works zone are to remain accessible to the general public for the duration of the Contract and works vehicle movements will not impede or endanger the movements of residential cars, members of the public, etc.

* 1. **Skate Park Works**

The Provider must establish the site and is responsible for mobilisation and demobilisation.

The Provider must erect temporary Heras fencing, provide safety signage and provide suitable access to the works.

* 1. **Fencing Specification**

The Provider will take down the existing fencing, dispose from site at a licensed tip in a sustainable manner.

Install new 3m high twin bar sports fencing comprising of dual horizontal 8mm wires sandwiching single 6mm vertical wires to produces a 50mm x 200mm mesh pattern incorporating two (2) x pedestrian gates in-line of the 3.0m high fencing and one (1) x double leaf gate for maintenance and emergency vehicles. The gates must remain in the current positions to align with the paths already in place. Please see photographs below showing the current set up for access to the facility. If it reduces the cost not to have actual gates at the access points, please confirm this in the Pricing Schedule.

The fencing will also include the following technical specifications; Post Size: 80 x 40mm, Clamp Bar Size: 40 x 5mm, Post Centres: 2525mm and include Anti Tamper Security Fixings.

A fenced area with a tennis court and a tennis court

AI-generated content may be incorrect.

A fenced tennis court with a gate

AI-generated content may be incorrect.

A gated area with a fence

AI-generated content may be incorrect.

* 1. **Floodlighting**

The Provider must take down the existing metal halide fittings and responsibly dispose of to a licensed tip.

To the existing columns, supply and install new GigaTera 400W MAF1.1 LED flat glass floodlight or equivalent to achieve a minimum maintained average illumination Lux level 200 to the PPA to meet BS EN 12193 Class III Training and Recreational Use.

Where possible the Provider is expected to re-use existing switching arrangement and cables.

The Provider must remove the two (2) x central columns, reinstatement with dyed concrete to tie into surrounding surface.

The Provider must clear and reinstate the compound area and leave clean and tidy for handover

In line with the Councils Environmental Policy, we are also looking for the Provider to provide options for upgrading the lighting around the adjacent Play Area to LED lights. This element is for information only at this point and will not be scored. Please provide options and process as a separate document.

1. **Evaluation Guidance**
   1. **What must be submitted by the Provider with their Quotation?** 
      1. Providers must include the following when submitting their Quotation:
         1. a completed Price Schedule;
         2. a completed Additional Information Required form;
         3. sufficient information and detail to address the requirements described below under Section 2 – Quality for each listed criterion. Failure to provide the required information with your Quotation will result in your submission losing marks; and
         4. sufficient information and detail to address the requirements described below under Section 3 – Social Value. Failure to provide the required information with your Quotation will result in your submission losing marks.
   2. **Evaluation Procedure & Guidance** 
      1. The evaluation process will identify the most advantageous Quotation, and the Contractor will be selected on this basis and the Contract awarded. As stated in paragraph 7 of the Instructions to Providers, the Council is not obliged or bound to accept the lowest or any Quotation.
      2. The criteria to be used by the Council in the evaluation process will be those set out below which include:

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| **ITEM** | **CRITERIA** | **WEIGHTING** |
| **1** | **Price** | **30%** |
| **2.** | **Quality** | **65%** |
| **3.** | **Social Value** | **5%** |

* + 1. **(1) Price**
       1. The overall weighting for Price is 30%. This will be evaluated using the following methodology:

Lowest Quoted Price x Weighting = Score

Quoted Price

* + 1. **(2) Quality**
       1. The overall weighting for Quality is 65%. This has been further broken down into the questions and weightings below.

1. **Quality Questions**

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| **Q1. Project Delivery & Implementation** | **Weighting 20%** |
| Please explain your approach to delivering the project. Your response should include, but not be limited to:   * your intended approach to delivering the project. * delivery Plan; and timeline * a description of the key risks to the successful delivery of the project and your mitigation proposals.   **Assessment Criteria**  The level of which the Contractor has demonstrated and evidenced (including the use of Case Studies where relevant):   * Clear, detailed, realistic proposals providing reassurance that all aspects of the project will be met. * Response demonstrates an understanding of the requirements set out in the specification; and * Knowledge and understanding of key risks with effective proposals to mitigate. | |
| **Please respond below in no more than 1000 words** | |

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| **Q2 Health & Safety** | **Weighting 15%** |
| Please provide an example site risk assessment together with details of your Health and Safety record for previous similar type works.  **Assessment Criteria**  Tenderers must clearly demonstrate and evidence the following within their response:   * Knowledge and understanding of key risks with effective proposals to mitigate. * Local issues that need to be addressed | |
| **Please respond below in no more than 1000 words** | |

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| **Q3 Business Continuity** | **Weighting 10%** |
| Please explain how you will ensure contract delivery will remain on target and a quality service will be maintained in the event of unavailability of key personnel (for example in the event of staff illness) or in respect of areas where expertise within your company may be lacking.  **Assessment Criteria**   * Clear contingency arrangements in place to ensure unavailability of personnel will not impact on contract delivery and meeting the required targets; and * Proposals are clear, realistic and provide reassurance adequate arrangements will be in place. | |
| **Please respond below in no more than 500 words** | |

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| **Q4 Case Studies** | | **Weighting 20%** |
| Please provide details of up to two contracts, to meet the technical and professional ability criteria set out in the ITQ documents, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE), that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  **Assessment Criteria:**   * response provided including all information. * examples are relevant in size & nature to the service outlined in the specification and demonstrates delivery of similar projects; and * track record of successful delivery. | | |
| **Example 1** | | |
| **Name of customer organisation** |  | |
| **Point of contact in the organisation** |  | |
| **Position in the organisation** |  | |
| **E-mail address** |  | |
| **Description of contract (in no more than 300 words)** |  | |
| **Contract Start date** |  | |
| **Contract completion date** |  | |
| **Estimated contract value** |  | |
| **Example 2** | | |
| **Name of customer organisation** |  | |
| **Point of contact in the organisation** |  | |
| **Position in the organisation** |  | |
| **E-mail address** |  | |
| **Description of contract (in no more than 300 words)** |  | |
| **Contract Start date** |  | |
| **Contract completion date** |  | |
| **Estimated contract value** |  | |

Each criterion will be marked on a scale of 0 to 5. The table below sets out how these marks are allocated:

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| **0** | **Unacceptable** | Unable to assess due to the lack of evidence/unsatisfactory level of detail provided. The proposal does not demonstrate an understanding of the Council’s requirements and issues with the proposal either being non-compliant or with a major risk that the intended outcomes/ performance standards will not be achieved and delivered |
| **1** | **Poor** | The proposal demonstrates extremely limited understanding of the Council’s essential requirements, with a significant risk that the majority of the intended outcomes/ performance standards will **not** be achieved and delivered with the level of evidence in support of the proposal deficient in the majority of areas. Proposal shows significantly more weaknesses than strengths. |
| **2** | **Concern** | The proposal demonstrates some understanding and addresses some of the Council requirements. There is a risk that some of the intended outcomes/ performance standards will **not** be achieved and delivered with the level of evidence in support of the proposal deficient in certain areas and requires the reviewer to make assumptions. Proposal shows a balance of weaknesses and strengths. |
| **3** | **Acceptable** | The proposal demonstrates reasonable understanding of all or most of the Council requirements and issues and provides an acceptable degree of confidence that all or most of the intended outcomes/ performance standards will be achieved and delivered with an acceptable level of evidence in support of the proposal, but with some minor reservations. Proposal shows more strengths than weaknesses. |
| **4** | **Good** | The proposal demonstrates a good understanding of all of the Council’s essential requirements and issues and provides a high degree of confidence that all or most of the intended outcomes/ performance standards will be achieved and delivered with the level of evidence in support of the proposal fully meeting expectations. |
| **5** | **Excellent** | An excellent response which demonstrates a comprehensive understanding of all of the Council’s essential requirements and issues and providing an exceptional degree of confidence that all or most of the intended outcomes/ performance standards will be achieved and exceeded in most respects with the level of evidence in support of the proposal exceeding expectations and demonstrating clear and strong evidence of delivery. |

Once marked, each response to the criterion shall have its score calculated as follows:

Mark Awarded x Weighting (%) = Score

Maximum Mark Available

1. **Social Value**

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| **Q1 Social Value** | **Weighting 5%** |
| The Council is actively seeking providers who share their commitment to proactively deliver social value to the Borough. Bidders are free to choose those measures that are proportional and relevant to their business and this contract from the attached Social Value Priorities and Pledges document.  **Assessment Criteria**   * Proposals are clear, realistic and provide reassurance that the provider has a credible process in place to deliver the pledges being offered. * Any pledges promised will need to be evidenced throughout the term of the contract. The Provider must detail how they will measure the pledges and report back to the Council. | |
| **Please respond below in no more than 500 words** | |

Responses for Social Value will be marked on a scale of 0 to 5. The table below sets out how these marks are allocated:

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| **Score** | **Rating** | **Rationale** |
| **0** | **Unacceptable** | Does not meet the requirement. Does not comply and/or provides insufficient information to demonstrate that the bidder has the understanding or ability to deliver social value commitments. |
| **1** | **Very Poor** | Significant reservations regarding the bidder's understanding and ability required to provide social value, with little or no ' evidence to support the response |
| **2** | **Concern** | Some reservations regarding the bidder's understanding and ability required to provide social value with minimal evidence to support the response |
| **3** | **Acceptable** | Satisfies most aspects of the requirement. The response demonstrates the commitment, understanding and ability required to deliver social value, with evidence to support it and where the evaluator has reservations, these are minor in nature |
| **4** | **Good** | Satisfies all or almost all aspects of the requirement with good clarity. The response demonstrates the understanding, relationships and ability required to deliver social value. The response clearly identifies clear local responses and provides a clear action plan for delivery. Whilst there may be slight deficiencies in some areas these do not detract from the overall solution offered. |
| **5** | **Very Good** | Satisfies all aspects of the requirement. The response demonstrates exceptional local awareness, understanding and ability required to deliver social value. Response identifies factors that will offer a clear lasting legacy locally with a robust local action plan |

Once marked, each response to the criterion shall have its score calculated as follows:

Mark Awarded x Weighting (%) = Score

Maximum Mark Available

1. **Price Schedule**
   1. A fixed price is envisaged for this project. All Prices shall be exclusive of Value Added Tax but must include all charges, costs, disbursements and expenses (including, without limitation, all costs and charges for labour, parts, materials, travelling and other expenses, all relevant taxes, other than Value Added Tax, duties and other relevant and applicable sums). Payment for the Services shall be made by the Council to the successful Contractor on completion of the Services. Provided that the Services have been properly delivered to and accepted by the Council, payment shall be due twenty-eight (28) days from the date of receipt and acceptance of correct invoice documentation by the Council. Invoices must be e-mailed to [creditors@tamworth.gov.uk](mailto:creditors@tamworth.gov.uk) and **must** clearly state the Contract Number together with the relevant Purchase Order Number at that time.

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| **Item** | **Description** | **Unit Price (excl VAT) [£’s]** | **Less any Discount (%)** | **Item Total Price**  **(excl. VAT)**  **[£’s]** |
|  | **Skate Park Fencing & Lighting** |  |  |  |
| 1.  2.  3. | Fencing  LED Flood Lighting  Any other costs |  |  |  |
| **TOTAL PRICE** | | | |  |

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| We hereby offer to provide the services at the prices stated on this and any attached forms in accordance with Tamworth Borough Council’s General Conditions of Contract for Provision of Services. | | |
| Signed: | | Date: |
| Full Name: | | Designation: |
| Company Name: | | |
| Company Address: | | |
| Tel No. | E-Mail Address: | |

1. **Additional Information Required**
   1. Please ensure that all questions are completed in full and in the format requested. Providers may attach details to their Quotation but please ensure they keep to the following format.
   2. Whilst reserving the right to request information at any time throughout the procurement process, the Council hereby enables the Provider to self-certify in their Quotation submission that they comply with the requirements listed below. Providers who self-certify that they meet these requirements may be required to provide evidence of this if they are successful at contract award stage. If the relevant documentary evidence is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

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| Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: | |
| Employer’s (Compulsory) Liability Insurance\* = £10,000,000 | YES/NO |
| Public Liability Insurance = £5,000,000 | YES/NO |
| Professional Indemnity Insurance | N/A |
| \* *It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | |

**Please note that a failure to answer “Yes” to the above questions may result in your tender being rejected.**

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| Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
| Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | YES/NO |
| If you have answered yes to the above question are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | YES  *(Please provide the relevant URL …)*  NO  *(Please provide an explanation)* |

**Please note that where you have answered “Yes” to question (a) above, a failure to answer “Yes” to question (b) above may result in your tender being rejected.**

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| Please provide the number of employees in your organisation |  |

**The above question is for information only**

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| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | YES/NO |

**Please note that a failure to answer “Yes” to the above question may result in your tender being rejected.**

**Important**

The Provider must declare any conflict of interest in relation to the Council’s requirement. The Council may exclude the Provider if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Provider to inform the Council, detailing the conflict in a separate Appendix to their Quotation. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Supplier.

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| Signed: | Date: |
| Print Name: |  |
| Designation: | Company: |
| Tel No: | E-Mail Address: |