

**Floral Tender**

**Littlehampton Town Council**

**Third Party Verifications**

Your tender is submitted on the basis that you consent to Littlehampton Town Council carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender being undertaken by one or more third parties commissioned by Littlehampton Town Council for such purposes.

**Information Provided to Potential Bidders**

Information that is supplied to potential bidders as part of this tender process is supplied in good faith. The information contained within the Tender documents and all supporting documentation related written or oral communication is believed to be correct at the time of issue but Littlehampton Town Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentations made by or on behalf of Littlehampton Town Council.

**Potential Bidders to Make Their Own Enquiries**

You are responsible for analysing and reviewing all information provided to you as part of this tender process and forming your own opinions and seeking advice as you consider appropriate. You should notify Littlehampton Town Council promptly of any perceived ambiguity, inconsistency or omission in the tender documentation and/or associated supporting documentation provided as part of this process.

**Amendments to Tender Documents**

At any time prior to the tender return deadline, Littlehampton Town Council may amend the tender documentation. Any such amendment shall be issued to all potential bidders, and if appropriate to ensure potential bidders have reasonable time in which to take such amendment into account, the tender return deadline shall, at the discretion of Littlehampton Town Council, be extended. Your tender must comply with any amendment made by Littlehampton Town Council in accordance with this paragraph or it may be rejected.

**Declarations as to Conduct of Tenderer**

In connection with submissions of tenders for the execution of works or supply of goods and materials, declaration shall be obtained from each tender in the following form: Please read and sign Appendix 10 Declaration as to conduct of Tenderer.

**Compliance of Tender Submissions**

Any additional questions or for further information, please contact:

Michael Grier

Community Resources Officer

Littlehampton Town Council

The Manor House

Church Street

Littlehampton

West Sussex

BN17 5EW

Tel: 01903 732063

Email: mgrier@littlehampton-tc.gov.uk

Juliet Harris

Assistant Town Clerk

Tel: 01903 732063

Email: jharris@littlehampton-tc.gov.uk

**Note: officers are currently working remotely so will respond in due course to enquires**

All submissions are to be sent by post. All tender submissions should be sent in a plain sealed envelope which should bear the word “Tender” followed by the subject to which it relates but shall not bear any name or mark indicating the sender. The envelopes will remain the custody of the Town Clerk until the appointed time of opening on Monday 20th September 2021.

**Please refer to Appendix 9 Sealed tender**

**Disqualification**

Littlehampton Town Council reserve the right to disqualify if:

* the terms and conditions are breached
* there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this tender process
* any other circumstances set out in this tender document, and/or in any supporting documents entitle Littlehampton Town Council to reject tender application.

**Tender Costs**

Bidders are responsible for obtaining all information necessary for preparation of your tender and for all costs and expenses incurred in preparation of the tender. By participation in the tender process the bidder excepts they will not be entitled to claim from Littlehampton Town Council any costs, expenses or liabilities whatsoever that are incurred in this tender process, irrespective of whether or not your tender is successful.

**Rights to Cancel or Vary This Tender Process**

By issuing this tender, entering into clarification communications with potential bidders or by having any other form of communication with potential bidders, Littlehampton Town Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential bidder.

It is intended that the remainder of this tender process will take place in accordance with articles within this and associated documentation but Littlehampton Town Council reserve the right to terminate, suspend, amend or vary this tender process by notice to all bidders in writing. Littlehampton Town Council will have no liability for any losses, costs, expenses or liabilities whatsoever that maybe incurred as a result of such termination, suspension, amendment or variation.

**Confidentiality**

Bidders shall use the tender documentation and any other information furnished to them under the tender documentation for the purposes of responding to the tender exercise. All such documents and information bidders received shall remain the property of Littlehampton Town Council, shall be kept confidential and shall be returned to Littlehampton Town Council on request.

Reproduction of any parts of the tender documentation is authorised only for the preparation of the response. Bidders shall ensure that all such copies are destroyed when no longer required in connection with tender documentation.

Bidders shall not issue any form of publicity or advertisement regarding this process without prior written consent of Littlehampton Town Council.

Bidders shall not transfer, assign or distribute this tender documentation to any other company or person without written permission from Littlehampton Town Council Town Clerk. A failure to gain the required authority will prevent consideration for tender.

**Freedom of Information**

In accordance with obligations and duties placed upon public authorities by the Freedom of Information act 2000 and the Environmental Information Regulations 2004 all information submitted to Littlehampton Town Council may be disclosed in response to a request made pursuant to the Information Laws.

In respect of any information submitted by a bidder that the bidder considers to be commercially sensitive the bidder should set out the following information:

* Clearly identify which information is considered commercially sensitive;
* Explain the potential implications of disclosure of such information;
* Provide an estimate of the period of time during which the bidder believes that such information will remain commercially sensitive.

Where a bidder identifies information as commercially sensitive, Littlehampton Town Council will endeavour to maintain confidentiality. Bidders should note, however, that even where information is identified as commercially sensitive, Littlehampton Town Council might be required to disclose such information in accordance with the information laws. Accordingly, Littlehampton Town Council cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

**Anti-Bribery**

Bidders must ensure during this tender process no breach to all articles outlined within the Bribery Act 2010.

**Bidder Clarification**

All clarification is to be processed through contract finder and will be shared with all prospective bidders to ensure an open and transparent process.

**Site Visits**

All site visits must conform to any pandemic conditions. The sites are all in open areas so distancing is easily achievable.

Site visits are to be arranged by appointment with Listed contact (**shown under** **Compliance of tender submissions)**.

**Payments**

In line with Littlehampton Town Council policy and procedure any requested payment will be authorised by appointed Littlehampton Town Council personnel and paid by cheque or BACS.

**Appendices**

1. **Gateways, planters and roundabouts map**
2. **Manor House location map**
3. **Manor house photos**
4. **Summer Floral location map**
5. **Photos summer display**
6. **Tender summary of costs**
7. **Tender terms and conditions**
8. **Tender specification floral scheme**
9. **Sealed tender**
10. **Deceleration as to conduct of tender.**
11. **Wild Flower specification**