



INVITATION TO TENDER (“ITT”)

**For the provision of:
Summersales Contemplation Building**

Invitation to Tender Document

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INSTRUCTIONS FOR TENDERING

1.0 Invitation to Tender

Crowborough Town Council hereinafter referred to as CTC invites tenders for the construction of a non-denominational Contemplation building in accordance with the details below and the attached documents, schedules, drawings and forms constituting the Tender Document.

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR WAY MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL.

While every attempt has been made to provide all the necessary and correct information, it is the responsibility of the Tenderer to satisfy himself that during site visits, discussions and examination of all the documents that he understands and takes account of the full extent and nature of the works as described in the Tender Document.

CTC will not accept liability for any incorrect or missing information.

If a Tenderer decides **not** to complete the tendering process, the Tenderer must communicate that decision orally and in writing to the Contact Officer identified below immediately and then return the complete Tender Document at his own expense as instructed by the Contact Officer. Failure to do so may mean that the Tenderer is not invited to tender for future work.

The Council's **Contact Officers** for this Tender are:

Melanie Street, Assistant Town Clerk, Crowborough Town Council, Council Offices, Pine Grove, Crowborough, East Sussex, TN6 1DH.
Assistant.Clerk@crowboroughtowncouncil.gov.uk

Anthony Milne, Senior Technician, The CDS Group, Building 51, Wrest Park, Silsoe, Bedford MK45 4HS
Anthony.Milne@thecdsgroup.co.uk

2.0 Tender Submission Closing Date and Time

Tenders should be sent by registered post, recorded delivery, or delivered by hand using an addressed envelope as below and marked **Cemetery Tender** in the top left corner of the envelope so as to arrive:

NOT LATER THAN 12 NOON ON Monday 24th May 2021

Tender Delivery Address

Proper Office

Melanie Street, Assistant Town Clerk, Crowborough Town Council, Council Offices, Pine Grove, Crowborough, East Sussex, TN6 1DH.

Where Tenders are delivered other than by post to the Tender Delivery Address stated above, they must be delivered to the Tender Delivery Address during normal working hours which are **09:30 to 16:30 Monday to Friday** or otherwise before the **Tender Submission Closing Date and Time** stated above and a **Tender Delivery Receipt** obtained.

A copy of the completed tenders should be sent electronically to:

Mr. Anthony Milne
Email: Anthony.Milne@thecdsgroup.co.uk

3.0 General Tendering Information

Tenders shall be submitted in accordance with these instructions and other documents comprising the Invitation to Tender.

The CDS Group, the Council's Cemetery Design Consultants, will be acting as "Contract Administrators" for this project - hereinafter referred to as CDS or CA.

Tenders that do not comply with any mandatory requirement (i.e. where the words "**shall**" or "**must**" are used) may be rejected.

This Invitation to Tender does not constitute an offer or contract and the Council does not undertake to accept the lowest tender or any other Tender.

The Council reserves the right to accept a Tender in part, rather than in full.

The Council will not reimburse any costs incurred in completing and submitting Tenders.

Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised with the CDS Contact Officer as soon as possible. If the Contact Officer considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Tenderers on the Tender List. The Contact Officer will consider properly reasoned requests for an extension of the tender period whose decision is final.

4.0 Confidential Nature of Tender Documents

Documentation in relation to this Invitation to Tender and any Tenders received by the Council in response to it shall be treated as private and confidential.

Tenderers shall not:

- Disclose to any other party that they have been invited to tender
- Discuss the Invitation or the Tender they intend to make or release any information relating to the Invitation and/or the Tender that they intend to make; other than with professional advisers who need to be consulted with regards to the preparation of the Tender.
- The Tenderer shall not canvass for the acceptance of their Tender with any other supplier, Member of the Council, Officer of the Council or any Consultant employed by the Council connected with the Tender or its preparation.

Failure to comply with the above instructions will result in the Council rejecting the tender. Furthermore, the Council may decide not to invite the Supplier to tender for future work.

5.0 Preparation and Completion of Tender

No alteration or addition shall be made by Tenderers to any part of the Invitation to Tender.

Tenders shall not be subject to any pre-condition or otherwise qualified or accompanied by statements which might be construed as rendering the Tender equivocal. Only unconditional Tenders will be considered. The Council's decision as to whether or not a Tender is in an acceptable form will be final and the Tenderer concerned will not be consulted.

Qualified Tenders will be excluded from further consideration and the Tenderer notified.

Tenders and supporting documents shall be written in English and any Agreement subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of England and Wales.

The Invitation to Tender includes the Council's form of contract.

Any queries about the contents of the Council's Terms of Contract shall be raised by the Tenderer with the Contact Officer **prior** to the submission of the Tender.

Tenderers are required to return all Parts of the Tender Invitation in accordance with Section 13 **Submission of Tender** detailed below. Paper copies only are to be submitted, scanned electronic copies or email data will be rejected.

6.0 Contract Price

Pricing must be fully inclusive of all overheads, general risks, liabilities and obligations. Note that a provisional cost should be provided within the tender sum for a break in the works should the weather require it. No monies additional to this provisional amount or the final tender sum will be available for costs incurred by requiring a break in works at a later date.

All items are to be individually priced expressed to 2 decimal places on the Schedule of Works detailed within Part B documentation.

The scope of work to be carried out may vary from that indicated in the Schedules. Schedule rates will be held to apply irrespective of any variation in actual quantities up to an overall variation of 25% on contract works.

Tenderers should note that the Contract will not include a Contract Price Fluctuations Clause.

Tenderers should note that due to financial constraints it may be necessary to reduce or remove elements of the proposed works. Any such adjustments shall be notified to the Tenderers prior to award of Contract.

The Tender requires Contractors to agree to a completion time within the agreed programme of works. **Liquidated damages of £100 per week** or part thereof shall be incurred by the Contractor for late delivery of the ***Specification Compliant Completed Works***. Completion dates will be agreed with the successful bidder prior to site work commencing.

Pursuant to CTC Standard Contract Practice Valuations for completed work done will be subject to a 5% retention for the duration of the maintenance period as set out in Conditions of Contract.

7.0 Site Visits

Tenderers shall be deemed to have visited the site and to have satisfied themselves as to the nature of and any operational limitations of the site that affect execution of the works. Tenderers must consider any limitations in delivering plant, equipment and materials to the site and within the site in a safe manner without damage to the existing fabric of the site.

No claims will be entertained due to unfamiliarity with the site and the site access and restrictions on the size of delivery vehicles.

Tenderers wishing to carry out site visits shall only gain access to the site by prior arrangement with the Contact Officer who will advise of any restrictions due to burial events taking place.

8.0 Mandatory Additional Tender Information

In support of your tender, you are **required** to give a **detailed response** indicating:-

- a. The methods of work and safety procedures you will employ in meeting the requirements of the specification for the principal elements of the works covering excavations, land drainage and surface grading (method statements & risk assessments).
- b. The resources you will employ for this contract including sub-contractors details and intended work scopes
- c. A proposed programme of works
- d. The work should be programmed to commence as soon as the site conditions allow. Typically this will be late spring or early summer.

Failure to supply the additional tender information detailed above may result in the Council rejecting the tender or Tender scoring being prejudiced accordingly.

9.0 Tender Evaluation Criteria & Requirements

Tenderers are advised that all tenders will be evaluated using the following criteria:

- *All Tenders shall be assessed for quality.*
- **The three Tenders with the highest quality scores will be assessed for their price score.**

For these three Tenders:

- *Quality shall account for 40% of the tender evaluation.*
- **Price shall account for 60% of the tender evaluation.**

The quality score added to the price score will give the overall score.

The tenderer with the highest overall score shall be awarded the project.

The criteria and weightings that the **Quality Assessment** shall be scored on shall be based on the following information that **each Tenderer must provide** with their submission **in addition** to that defined in **item 8 above**.

Evaluation criteria for quality		Un-accept-able	Poor	Accept-able	Good	Excellent	Score
	Weight	0	1	2	4	5	
Experience of similar timber framed structures	60						
Evidence of Quality of Work	30						
Health & Safety practices/methods/certifications	10						
Total score							

Tender prices shall be reviewed and lower or higher bids than anticipated will be assessed to determine if the price reflects a failure to understand the contract requirements. Unjustifiably high or low tenders shall be rejected before price scoring.

10.0 [Acceptance of Tender](#)

The successful Tenderer will be required to execute a formal Agreement, and until the execution of that Agreement, Crowborough Town Council's written acceptance of a Tenderers signed offer on the form of Tender shall form a binding agreement between Crowborough Town Council and the successful Tenderer.

If and when CTC accepts a tender, written notification will be sent to each of the Tenderers.

11.0 [Tender Validity](#)

Tenderers are required to state that your tender will remain open and valid for acceptance by CTC for a period of **60 days** after the closing date of submission of tenders.

12.0 [Contract Start / Completion Dates](#)

The contract start date and completion dates will be agreed as a programme of works with CTC at Tender Award or as soon as practicable thereafter.

The start date should be as soon as conditions allow in late spring or early summer.

The agreed final completion date will form the basis for liquidated damages for late delivery as per item 6 above.

13.0 [Submission of Tender](#)

Two copies of the following documents must be submitted with your tender:

- Specification and Schedule of Works Pricing Sheets.

Additional Tender Information Including examples of work and references.

