

1.0 INSTRUCTIONS TO TENDERERS

- 1.1 The details of this Tender Document shall be treated as private and confidential.
- 1.2 The Council shall be entitled to cancel the Contract and to recover from the Contractor the amount of any losses resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Council, the Contractor, or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889-1916, or shall be given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 1.3 The following sections shall be completed fully and in ink:-
 - (i) Schedule of Sub-Contractors
 - (ii) The Form of Tender
 - (iii) The Restrictive Practices Certificate
 - (iv) Contractors Equalities undertaking
- 1.4 Unless confirmed in writing by the Engineer, no elucidation, exploration or other comment of any sort whatsoever given to persons quoting, concerning any of the Contract Documents or these Instructions or any other matter or thing shall bind the Employer to bind or fetter judgement or discretion of the Engineer under the Contract in the exercise by him of his powers and duties under the Contract.
- 1.5 The Contractor shall examine carefully the contract documents and also visit the site so as to make himself thoroughly acquainted with the various works to be executed, the nature of the ground and the means of access etc before he makes up his tender, as no allowance whatsoever will be made for any alleged deficiency.
- 1.6 Site Investigation Reports, where applicable and statutory undertakers service drawings are available upon request from Mark Pickup (01254) 356206 mark.pickup@hyndburnbc.gov.uk
- 1.7 Where the Construction (Design and Management) Regulations 2015 apply, the Contractor will be the Principal Contractor and he must carry out all his duties contained therein. The Contractor shall price for the administrative functions of these regulations. Safety during construction shall be deemed to be within the price indicated for the Work.

- 1.8 All persons tendering must do so at their own cost and the Council does not bind itself to accept the lowest or any Tender.
- 1.9 One copy of the Contract Documents, duly completed and signed, shall be placed within a sealed self addressed envelope this envelope should then be placed in a second sealed envelope and delivered to Parks Department, Hyndburn Borough Council, Willows Lane Depot, Willows Lane, Accrington, Lancs, BB5 0RT on or before the date referred to in the covering letter (Invitation to Tender). The envelope or cover must not bear any mark indicating the sender but should be endorsed with the scheme title and date for return.
- 1.10 Tenders shall remain open to acceptance for a period of three months from the date for return of Tenders.
- 1.11 The following quantities are approximate only and should be so regarded. They are given for the purpose of enabling the Contractors to mark out their Tenders on an equal basis and to enable the Council to compare the same, but they are not to be taken as a guarantee that the exact quantities billed will be executed or required.
- 1.12 The Contract will be awarded subject to the submission and approval of a Safety Plan that has been developed to the satisfaction of the Engineer.

SECTION 4

**FORM OF TENDER
RESTRICTIVE PRACTICES CERTIFICATE
SCHEDULE OF SUB-CONTRACTORS
CONTRACTOR EQUALITIES UNDERTAKING**

BOROUGH OF HYNDBURN

All permanent and temporary works in connection with the installation of paths, steps,
and associated soft landscape works at Peel Park Avenue

FORM OF TENDER
(Note the appendix forms part of the Tender)

To : Hyndburn Borough Council
Willows Lane Depot
Willows Lane
Accrington
Lancashire
BB5 0RT

Dear Sir or Madam:

Having examined the Drawings, Conditions of Contract, Specifications, and Bill of Quantities for the construction of the above mentioned works (and the matters set out in the Appendix hereto), we offer to construct and complete the whole of the said works and maintain the Permanent Works in conformity with the said Drawings, Conditions of Contract, Specification and Bill of Quantities for such sum as may be ascertained in accordance with the said Conditions of Contract.

We undertake to complete and deliver the whole of the Permanent Works comprised in the Contract within the time stated in the Appendix hereto.

Unless and until a formal Agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Yours faithfully

Signature..... Company.....

Address.....

.....

Telephone.....

Date.....

To see more about how we record and store your information please see the [Council's privacy notice](#).

(NOTE: Relevant Clause numbers are shown in brackets)

Appendix- Part 1 (To be completed prior to the invitation of Tenders)

1. Name of Employer [Clause 1 (1)(a)] The Council of the Borough of Hyndburn
Address: Council Offices, Scaitcliffe House, Ormerod Street, Accrington,
Lancs BB5 0PF
2. The name of the Engineer [Clause 1(1)(c)] Mr D. Turner, Head of Engineering
Services
Address; Willows Lane Depot, Willows Lane, Accrington, Lancs, BB5 0RT
3. Defects correction period [Clause 1(1)(a)] **52 weeks**
4. Number and type of copies of drawings to be provided[Clause 6(1)(b)]
2 copies
5. Contract Agreement (Clause 9) **Required**
6. Performance Bond (Clause 10 (1)) **Not Required**
7. Minimum amount of third party insurance(persons and property)
(Clause 23(3)) **£10,000,000** each and every
occurrence
8. Works commencement date (Clause 41(1)(a)) **To be confirmed**
9. Time for completion (Clause 43) for the whole of the works **8 weeks**
10. Liquidated damages for delay (Clause 47) for the whole of the works
£250 per wk
11. Vesting of materials not on site(Clause 54(1) and 60(1)(c))
1. 2.
12. Method of Measurement adopted in preparation of Bill of Quantities
(Clause 57) **Priced schedule of rates**
13. Percentage of value of goods and materials to be included in Interim
Certificates (Clause 60(2) (b)) **Nil**
14. Minimum amount of Interim Certificate (Clause 60 (5)) **£5,000**
15. Rate of retention (Clause 60 (5)) **5%**

16. Limit of retention (Clause 60 (5))

For Tender Total not exceeding £50,000

£1,500

For Tender Total exceeding £50,000

2.5%

17. Bank whose Base Lending Rate is to be used (Clause 60 (7)) National
Westminster
Bank PLC

18. Requirements for prior approval of Employer before Engineer can act.

DETAILS TO BE GIVEN AND CLAUSE NUMBER STATED (Clause 2(1)(b))

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19. Name of Planning Supervisor (Clause 71 (1) (b)) N/A

20. Name of Principal Contractor [Clause 71 (1) (b)]

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HYNDBURN BOROUGH COUNCIL

RESTRICTIVE PRACTICES

I/ We declare that I/We will not be party to any scheme or arrangement under which:-

- (a) the amount of this Tender or Quotation is communicated to any body or outside person before the Tender or Quotation is considered by the Committee; or
- (b) any other Tenderer or person submitting a Quotation for the same work is reimbursed any part of his costs of tendering or quoting.
- (c) This Tender Price or Quotation is adjusted by reference, directly or indirectly to the prices of any other Tenderer or person submitting a Quotation for the same work.

Signed.....

For.....

Of.....

.....

N.B. The Tender or Quotation will not be accepted unless the above declaration is completed and attached to the form of tender or Quotation.

To see more about how we record and store your information please see the [Council's privacy notice](#).

SCHEDULE OF SUB CONTRACTORS

The Contractor must fill in below the names of all sub-contractors he proposes to employ: -

NAME OF FIRM	ADDRESS	NATURE OF PROPOSED SUB-CONTRACTOR

Signed

For :

Of:

.....

.....

Date

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Hyndburn Borough Council Contractor Equalities Undertaking

We, the undersigned, agree to abide by all of the statements contained in this undertaking whilst we are employed as a contractor by Hyndburn Borough Council (“the Council”). We agree that the statements made in this undertaking will form part of our contract with the Council

- We will treat our employees, and the Council’s employees, and customers, with dignity and respect. We will provide a working environment free from unlawful discrimination, victimisation or harassment on the grounds of gender, sexual orientation, marital status, nationality, ethnic origin, religious belief, age, disability and health;
- We will abide by all the equality legislation to ensure that our behaviour is not unfairly discriminatory. The equality legislation states that it is unlawful in employment or in the provision of business and services to discriminate directly or indirectly on the grounds of sex, marital status, race, colour, ethnic or national origin, disability or health. We understand that we must comply with this legislation and that ignorance of the law is no defence.
- We acknowledge that the Council will not tolerate acts which breach any of the statements made in this undertaking or any of the equality legislation. We accept that instances of such behaviour may be investigated by the Council and may lead to the termination of our contract with the Council.

Signed

On behalf of (contractor)

Date

NB: the equality legislation includes Sex Discrimination Act 1986, Race Relations (Amendment) Act 2000, Equality Act 2010, Human Rights Act 1998, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion / Belief) Regulations 2003

Summary of Tender

Provision of a paths, steps, walls and associated soft landscape works
at Peel Park Avenue, Accrington

£ _____
(excluding Vat) .

Signed _____

For and on behalf of

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