



# Credition Town Council

8a North Street

Credition

Devon

EX17 2BT

Telephone: 01363 773717

Email: [townclerk@crediton.gov.uk](mailto:townclerk@crediton.gov.uk)

## CREDITON GROUNDS MAINTENANCE CONTRACT

### Tender Instructions and Conditions

#### General

1. These Tender Instructions and Conditions apply to a 3-year grounds maintenance contract for Credition, to ensure that all participants are treated equally and fairly. Failure to comply with these Tender Instructions and Conditions may invalidate your tender application.

2. Please direct any queries regarding the Credition Grounds Maintenance Contract to:

Clare Dalley  
Town Clerk  
Credition Town Council  
Council Offices  
8a North Street  
Credition  
EX17 2BT

Telephone: 01363 773717

E-mail: [townclerk@crediton.gov.uk](mailto:townclerk@crediton.gov.uk)

3. Credition Town Council (the "Council") recommends that participants take legal advice, prior to tendering, regarding any regulation or legislation that may affect them should they be successful.
4. The Council reserves the right to retain all and any of the information supplied to it by participants during this tender process.

#### Important Notices

5. Participants are required to submit a complete tender application as detailed in paragraph 18 below. This will provide the Council with information relating to the participants' general economic and financial standing, experience and technical capacity. This information will be used for evaluation purposes only.
6. It is the participant's responsibility to ensure the Council is not misled. The information provided in the tender application will be relied upon and taken to be complete, true and accurate. If it is subsequently determined that any information supplied was inaccurate, incomplete or untrue and was relied upon for evaluation purposes the Council reserve the right to invalidate the participant's tender application.

7. The Council reserves the right to meet with, or ask questions to any participant or relevant organisation mentioned in the participant's tender application.
8. All documents contained in the Tender Pack and the information contained within them has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. Participants should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information.
9. The terms of the Tender Pack and any further documents that may be issued in relation to the Grounds Maintenance Contract are subject to contract and entirely without prejudice to the Council's legal position.
10. Canvassing of any Crediton Town Councillors, directly or indirectly, in relation to this tender shall invalidate your tender application and disqualify you from the tender process.
11. Any participant that engages in any collusion in relation to this tender process, including but not limited to fixing or adjusting the amount of their tender application by agreement or arrangement with any other participant, will be disqualified from the tender process.
12. Participants shall not undertake (or permit to be undertaken) at any time any publicity activity with any section of the media in relation to this tender process other than with the prior written agreement of the Council.
13. The issue of the Tender Pack in no way commits the Council to award any contract pursuant to this tender process. The Council is not bound to accept the lowest or any tender and reserves the right to accept any tender either in whole or in part or parts. Nothing in the Tender Pack shall oblige the Council to award any contract and the Council reserves the right to vary or amend the Tender Pack and the tender process in general. The Council reserves the right, subject to relevant legislation, at any time to reject any tender application.
14. Following the completion of the participant's tender applications, the Council reserves the right to require further information or clarification from the participant.
15. Any participants related to any member of the Council or a member of its staff, are required to disclose the relationship in writing in their tender application. Failure to disclose this shall invalidate your tender application, and if appointed, may result in termination of the Contract without notice.
16. A member of the Council shall not solicit for any person any appointment under the Council or recommend any person for such appointment or for promotion; but, nevertheless, a member may give a written testimonial of a participant's ability, experience or character for submission to the Council with a tender application.
17. The laws of England will apply to this tender process and any subsequent contract.

## **Tender Instructions**

18. All tender applications are required to be submitted in compliance with the following instructions:
- a) submitted in writing, in English and legible in ink or type;
  - b) prepared in accordance with the Tender Specification (provided in the Tender Pack);
  - c) submitted with a fully completed Contractor Application Form (provided in the Tender Pack);
  - d) set out all costs, rates and prices in Pounds Sterling and set out as an exact sum of money (a pricing pro-forma has been provided in the Tender Pack);
  - e) signed and dated by the Contractor; and
  - f) submitted to the Council in an envelope clearly marked 'Credition Town Council Tender Documents'.

## **Closing date and time for receipt of tenders**

19. The closing date and time for receipt of tender applications is **12.00 noon on Friday, 31st January 2020.**
20. Tender applications received after this time may not be considered and may be returned unopened. Extensions to the closing date and time may be granted but only at the sole discretion of the Council and only where the Council considers that such extensions are absolutely necessary.

## **Evaluation of Tenders**

21. All tender applications submitted will be opened, after the stated closing date and time detailed in paragraph 19, by the Clerk and at least one Member of the Council.
22. Tender applications will be evaluated by a panel made up of selected Credition Town Councillors, against a pre-approved Evaluation Criteria, a copy of which is enclosed in the Tender Pack. All participants should be aware that they may be called to formal interview to discuss their individual tender application.
23. The successful Tender will be reported to the appropriate meeting of the Council and the successful participant will also be informed at this time.
24. The Council's decision is final; there will be no appeal process.
25. The Council requires the Contract to be signed within three weeks of acceptance by the successful participant.