

**Invitation to Tender**

**BHH Public Art Vision**

**And**

**History and Heritage Wayfinding Trail,**

**Eastleigh**

14.07.21 Rev 1

**Invitation to Tender**

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| **Location:** | Bursledon, Hamble and Hound Local Area |
| **Return by Date:** | **Friday 13 August 2021, 12 noon** |
| **Conditions of Contract** | Eastleigh Borough Council Public Art Contract |
| **Description of the Works** | Please see Section 4 of the accompanying Artist’s Brief |

1. Introduction
   1. Eastleigh Borough Council (EBC) wish to invite organisations with the appropriate skills, experience, procedures and financial standing to submit a Statement of Intent to develop and deliver the:

* Overarching *Public Art Vision* for the whole BHH (Bursledon, Hamble & Hound) Local Area, setting out a framework for the delivery and implementation of Stages 1 and 2
* *Stage 1: History and Heritage Wayfinding Trail*, a wayfinding project within BHH to improve and enhance walking and cycling connections to the rail stations that will link to the Public Art Vision

[The Stage 2 Wayfinding implementation project will expand and supplement the Stage 1 approach and include networks not directly related to the rail stations.]

* 1. Tenderers are recommended to visit the Local Area before submitting a Tender, to fully acquaint themselves with the Area and explore the potential for the provision the deliverables set out in 1.1, above. A site visit will also help Tenderers ensure that all labour, materials and plant required to complete the project deliverables can be covered by the Artist’s Commission as set out in Section 4 of the Artist’s Brief, as any additional costs will not be considered.
  2. This Tender document is set out, and includes information, as follows:
* BHH Public Art Vision and, History and Heritage Wayfinding Trail ITT
* Appendix A – Financial Envelope

1. **Conditions of Contract**

2.1 Following the evaluation of the quotations received, EBC will award in accordance with the following terms and conditions:

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| **Form of Appointment** | EBC Public Art Contract |
| **Professional Indemnity Insurance Level** | £10,000,000.00 |
| **Public Liability Insurance Level** | £10,000,000.00 |
| **Employers Liability Insurance Level** | £5,000,000.00 |
| **Collateral Warranties** | To be provided for all sub-consultant / sub-contractor designed works in the favour of EBC / Funder / Purchaser / Tenant. To be twice assignable and in the form annexed to the contract. |
| **Contract Execution** | To be executed as an Agreement |
| **Payments** | In accordance with the Milestones as set out in the Artist’s Contract |

**3 Timescales**

3.1 Interested organisations are required to submit their Tender and their supporting documentation in English via email to [aliis.kodis@eastleigh.gov.uk](mailto:aliis.kodis@eastleigh.gov.uk) including a WeTransfer link to large files if necessary by the following deadline:

**Time: 12 noon**

**Date: 13 August 2021**

Tender responses that are received late or incomplete will be rejected and will not be considered for acceptance. Section 6 of the Artist’s Brief sets out further indicative timescales for the Commissioning process.

3.2 All Tender responses submitted must remain open for acceptance for a period of 90 days from the deadline date above.

3.3 Eastleigh Borough Council reserves the right not to accept any of the Tender responses that they receive and not to award a contract in connection with these works or to terminate this procurement process at any time.

**4 Clarifications**

4.1 Any questions concerning the requirement, or of a qualification, technical or commercial nature, must be emailed to [aliis.kodis@eastleigh.gov.uk](mailto:aliis.kodis@eastleigh.gov.uk) by 12 noon 30 July 2021.

4.2 All questions received will be treated anonymously and Eastleigh Borough Council’s response will be shared with all of the Tenderers.

4.3 Should it be considered necessary, EBC will seek clarification from Suppliers on any elements of their quotation that they consider to be unclear.

**5 Tender**

5.1 For their Tender to be considered for acceptance, suppliers must complete in full each of the following sections:

* Appendix A – Financial envelope

5.2 Eastleigh Borough Council reserve the right to exclude any Tender return where the supplier concerned has not completed all the documents noted in 5.1 above in full.

**6 Financial Risk**

6.1 As part of the evaluation of Tender responses received, and in accordance with its responsibilities to safeguard the expenditure of public money, it is Eastleigh Borough Council’s policy to consider the economic and financial standing of the Suppliers concerned.

6.2 For all Suppliers that submit Tenders, a financial risk analysis will be carried out using Creditsafe. The evaluation methodology will include a verification of company identity, credit limits, contract limits, accounts, turnover, risk rating, borrowing limits, contract sums and whether there are any payment disputes. The financial assessment will be carried out by an Eastleigh Borough Council CIPFA Qualified Accountant and will be assessed on a pass/fail basis.

1. **Artist’s Commission**

7.1 The Commission set out in Section 4 of the Artist’s Brief is fixed for the period of the works and inclusive of all disbursements and expenses associated with the works, but exclusive of VAT.

7.2 Where requested, suppliers must provide a breakdown of their prices with appropriate descriptions.

1. **Evaluation**
   1. As set out in Section 6 of the Artist’s Brief.
2. **Confidentiality**

9.1 Eastleigh Borough Council assures confidentiality to those contractors that submit Tenders.

9.2 Copyright in the documents comprising the Contract is vested in Eastleigh Borough Council, but the successful Contractor may obtain, or make at their own expense, any further copies required for use by them in performing the Contract.

**10 Data Protection**

10.1 The Service Provider shall at all times during the period of this Agreement comply with the provisions and obligations imposed by the General Data Protection Regulation 2018 (GDPR) and shall indemnify and keep Eastleigh Borough Council indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause.

10.2 The Service Provider shall ensure that, to the extent that it stores and processes data in connection with this Agreement, it shall comply with the provisions and obligations imposed on it by the GDPR.

10.3 The Service Provider shall also comply fully with all applicable guidelines issued by the Information Commissioner in the UK from time to time.

10.4 Eastleigh Borough Council shall on giving reasonable notice to the Service Provider be entitled to audit the procedures of the Service Provider (which shall include the right to enter the Service Provider’s premises and/or view the Service Provider’s systems) for the purposes of ensuring compliance with this clause and to take any reasonable steps to satisfy itself that the Service Provider is so complying.

10.5 In the event that the Service Provider becomes aware that it or any of its staff, agents or representatives are processing data in contravention of this clause, the Service Provider shall promptly give written notice to Eastleigh Borough Council with full details of such contravention.

10.6 The Service Provider will provide data processed under this Agreement in its possession as requested by Eastleigh Borough Council from time to time in accordance with the timescale specified by Eastleigh Borough Council. Where Eastleigh Borough Council requests data for the purpose of complying with a request, including a data subject access request under the GDPR, the Service Provider will retrieve the relevant data and provide a full copy of such to Eastleigh Borough Council as soon as is possible but in any event within five (5) Working Days of such a request being made.

10.7 The Service Provider will co-operate and provide reasonable assistance with any proceedings or inquiry by Eastleigh Borough Council, an affected data subject and/or the Information Commissioner or other body authorised by statute which are concerned with the GDPR in connection with data processed under this Agreement.

10.8 The Service Provider will on termination, or expiry of this Agreement and at the request of Eastleigh Borough Council, either return to Eastleigh Borough Council, or destroy the data, processed under this Agreement (and all copies of such data) in the Service Provider’s possession or other as directed by Eastleigh Borough Council.

**Appendix A**

**Envelope 1 – Financial Envelope**

**Form of Tender**

The Form of Tender is in five parts;

* Part 1: Tenderer’s contact details
* Part 2: Acknowledgement and undertaking
* Part 3: Tender Sum
* Part 4: Statement of interest
* Part 5: Collusive tendering certificate

You must complete and return all five parts. Each part must be signed by representatives who are authorised on behalf of the tenderer.

**Part 1: Tenderer’s contact details**

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| Name of Tenderer: | |
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| Registered office address: | |
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| Business address (if different): | |
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| Name of Contact: | |
| Tel. no: | Fax no: |
| E-mail address: | |

**Part 2: Acknowledgement and undertaking**

1. I/ We acknowledge that Eastleigh Borough Council has invited us to tender for the BHH Public Art Vision and, History and Heritage Wayfinding projects.

2. I/ We acknowledge that we have examined the documents and the terms and conditions of contract and have had the opportunity to ask Eastleigh Borough Council for clarification and to propose changes before we submit our tender.

3. I/ We acknowledge that we have received notice of any changes to the documents or the terms and conditions or both that Eastleigh Borough Council are prepared to accept.

4. I/ We acknowledge that Eastleigh Borough Council has made clear to us that it will not enter into any negotiations whatsoever on the terms and conditions of contract after the latest date for submission of tenders.

5. In consideration of Eastleigh Borough Council inviting us to tender for this contract, we agree and declare that our tender is not qualified by or conditional upon any changes to the documents or the terms and conditions of contract, other than those (if any) which Eastleigh Borough Council has advised us it is prepared to accept.

6. I/ We undertake that, if our tender is acceptable to Eastleigh Borough Council, we will not seek to introduce or negotiate any changes to the terms and conditions of contract or to delay execution or signature of the contract documents by reason of any such changes.

7. I/ We acknowledge that we have had the opportunity to take legal, commercial and insurance advice from our professional advisers before making this tender.

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| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Acknowledgement and Undertaking for and on behalf of (tenderer): |
| Date: |

**Part 3: Tender Sum**

**Offer for a contract for:** BHH Public Art Vision and, History and Heritage Wayfinding project

**To:** Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh SO50 9YN.

1. I/We have examined the instructions to tenderers and conditions of contract and all other documents issued by Eastleigh Borough Council for the supply of works in connection with the above contract.
2. I/ We undertake to complete the works within the timescales specified in the Artist’s Contract. All periods of time stated are inclusive of public and building industry holidays and exclude night and weekend working.

3. Should our tender be accepted, we undertake to execute a formal agreement incorporating the documents mentioned above. Until such an agreement is executed, this Form of Tender and the acceptance hereof by Eastleigh Borough Council shall constitute a binding contract between us.

4. We acknowledge and understand that the insertion by us of any conditions qualifying our tender or any unauthorised alteration to any of the tender documents shall cause our tender to be rejected.

5. We understand and accept Eastleigh Borough Council’s requirement for genuine competition in tender procedures, in order to achieve best value. In consideration of your inviting us to tender, we undertake not to do any of the acts a) to f) mentioned below. We understand that you will reject our tender if you have reason to believe we have done any of those acts, or have otherwise jeopardised the genuine competition of the tender procedure and that you may report us to the Office of Fair Trading or the Metropolitan Police or both. We understand that you may take steps, including proceedings through the courts, to recover from us any costs or losses incurred by the Council as a result of our anti-competitive behaviour.

We certify that this is a bona fide tender and we have not;

* 1. entered into any agreement with any other person with the aim of preventing tenders being made;
  2. informed any other person of the details of our tender, except where such disclosure was necessary to obtain insurance quotations required for the preparation of the tender or to take advice from our legal and financial advisers;
  3. caused or induced any person to enter into such an agreement as mentioned in paragraph a) above or to inform us of the details of any other tender for the contract;
  4. sought or obtained any confidential information from an employee, ex-employee, consultant or member of Eastleigh Borough Council;
  5. directly or indirectly canvassed any member, officer, servant or agent of Eastleigh Borough Council concerning the acceptance of any tender or directly or indirectly obtained or attempted to obtain from any member or officer, information concerning any other tenderer, or any tender submitted by another tenderer;
  6. offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this tender or any other tender or proposed tender for the Works any act of the sort described in paragraphs 5 a), b), c), d) or (e).

We also undertake not to do any of the acts mentioned in paragraphs 5 a), b), c), d), e) or f) before the latest date and time specified for return of tenders for the contract. In this paragraph, “person” includes companies, firms and unincorporated associations and “agreement” includes any arrangement, whether formal or informal and whether legally binding or not. We also certify that we are not a party to any scheme or arrangement under which any other tenderer may be reimbursed any part of his/her tender cost.

6. We agree that Eastleigh Borough Council may, at their sole discretion, contact any third parties quoted in our tender proposals and may, if they so wish, make inspections of completed projects, the details of which will be provided, if required by Eastleigh Borough Council.

7. We agree that this tender shall remain open for acceptance by you and shall not be withdrawn for a period of **90 days** from the latest date for return of tenders.

8. We acknowledge that you are not bound to accept the lowest or any tender you may receive, and that you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

9. We acknowledge that the Freedom of Information Act 2000 gives a general right of access to information held by public authorities and that Eastleigh Borough Council’s decision on what information will be released in response to an access request is final. We understand that Eastleigh Borough Council may apply relevant exemptions in appropriate cases.

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| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this acknowledgement and undertaking for and on behalf of (tenderer): |
| Date: |

**Part 4: Statement of Interest**

Any organisation failing to disclose relationships may be disqualified from being invited to tender.

I / we confirm that no officer, employee or consultant of our organisation is an employee or ex-employee of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is connected to an employee or ex-employee of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is an elected member of the Council or someone who has been an elected member in the last 4 years.

I / we confirm that no officer, employee or consultant of our organisation is related to or otherwise connected with an elected member of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is involved directly, or indirectly, in providing services to the Eastleigh Borough Council

I / we confirm that no officer, employee or consultant of our organisation, is involved in any other organisation/company that may be interested in tendering for Eastleigh Borough Council’s Works under this tender procedure.

Please use this space to declare any interests that are in conflict with the above statements:

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| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this acknowledgement and undertaking for and on behalf of (tenderer): |
| Date: |

**Part 5: Collusive Tendering Certificate**

Tenderers should read the attached documents before signing this Certificate.

We certify that this is a bona fide Tender, and that we have not fixed or adjusted our tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts: -

1. Entering into any agreement or arrangement with any other person that he shall refrain from tendering;

2. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described below.

In this certificate, the word ‘person’ includes any persons or anybody or associated, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Signed:

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On behalf of:

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Date:

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