

# **Truro City Council**

## **INVITATION TO TENDER**

in relation to

- (1) the renovation of four porous asphalt tennis courts and
  - (2) the conversion of four impervious acrylic tennis courts to four porous asphalt tennis courts
- and associated work at Boscawen Park

Deadline for receipt of Tenders by the Council: 30<sup>th</sup> January 2018

# INSTRUCTIONS

## 1 INTRODUCTION AND BACKGROUND

1.1 Truro City Council (the "**Council**") is issuing this invitation to tender ("**Invitation**") in connection for the works referred to in the Employer's Requirements.

1.2 The Invitation comprises the following documents:

- (a) These Instructions
- (b) The Employer's Requirements, including the Preliminary Particulars, the Scope of Works for porous Macadam tennis courts, the tender sum analysis
- (c) The Form of Tender set out in section 6 of these Instructions
- (d) The drawings

### **Contract terms**

1.3 The successful Bidder will be required to enter into a contract on the Conditions of Contract, which shall be JCT Minor Works (with Design) 2016 unamended.

### **Questions about this Invitation**

1.4 You may submit, by no later than 16<sup>th</sup> January any queries that you have relating to this Invitation. Queries should be sent by email to the employer's representative.

1.5 The Council may decline to answer queries received after the above deadline.

1.6 Answers to the questions received by the Council may be circulated to all Bidders. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Council may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Bidder.

## **2 PROCESS**

2.1 The Council has issued this Invitation to selected Bidders, who should submit to the Council before the deadline the documents referred to in paragraph 1.35 of the Preliminary Particulars referred to in the Employer's Requirements.

2.2 The Council intends to conduct the process in accordance with the following timetable:

<b>Event</b>	<b>Date</b>
Invitation	5 <sup>th</sup> January 2018
Deadline for the receipt of clarification questions	16 <sup>th</sup> January 2018
Target date for responses to clarification questions	21 <sup>st</sup> January 2018
Deadline for receipt of Tenders	The date and time stated on the front cover of this document
Contract award	6 <sup>th</sup> February

2.3 Whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage. It may add or remove stages.

### **Deadline for receipt of Tenders**

2.4 Bidders must submit their Tenders in the manner prescribed in section 3 below no later than the date and time specified on the front cover of this Invitation.

2.5 Any Tender received after the deadline or by any method other than the method prescribed in section 3 below may not be considered. The Council may at its discretion extend the deadline and in such circumstances the Council will notify all Bidders of any change.

### **Site visits**

2.6 Any Bidder wishing to view the premises should contact the Council by emailing the Employer's Representative specified in the Preliminary Particulars

### **Clarification**

2.7 Before awarding contracts, the Council may (but in no case is it obliged to) invite Bidders to clarify elements of their Tenders.

### **Evaluation**

2.8 The Council will evaluate Tenders in accordance with the scoring methodology set out in section 5 of these Instructions.

### **Contract award**

2.9 Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no contract(s) will be entered into.

### **3 INSTRUCTIONS TO BIDDERS**

#### **Formalities**

- 3.1 Where a word count limit is specified, Bidders should state how many words their response contains. The Council reserves the right not to consider any part of a response exceeding the word limit. Words included within diagrams or other graphic representations will count towards the word limit.
- 3.2 The Council reserves the right to mark Bidders down or exclude them from the procurement if their Tender is ambiguous or lacks clarity. Bidders should submit only such information as is necessary to respond effectively to this Invitation. Unless specifically requested, do not include extraneous presentation materials.
- 3.3 Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Council reserves the right (but is not obliged) to request the Bidder to submit, supplement, clarify or complete the information or documentation.

#### **Consortia and subcontractors**

- 3.4 If the Bidder is a consortium or will rely on sub-contractors to deliver the contract, it must explain in its Tender precisely which entities will undertake the works.

## **4 CONDITIONS OF TENDERING**

- 4.1 While the information contained in this Invitation is believed to be correct at the time of issue, neither the Council nor its advisors is liable for any inaccuracy, inadequacy or incompleteness, and no implied or express warranty is given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this Invitation (including its annexes) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- 4.2 If a Bidder proposes to enter into a contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
- 4.3 Neither the issue of this Invitation, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

### **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 4.4 As a public body, the Council is subject to, and must comply with, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The Council may therefore be required to disclose information submitted by the Bidder.

### **Publicity**

- 4.5 No publicity regarding the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Expression of Interest, its contents or any proposals relating to it without the prior written consent of the Council.

### **Conflicts of interest**

- 4.6 Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Council and its advisors. Bidders should notify the Council promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Council.

### **Council's rights**

- 4.7 The Council reserves the right to:
- waive or change the requirements of this Invitation from time to time;
  - seek clarification or documents in respect of a Bidder's submission;
  - disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this Invitation;
  - disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender or the tender process;
  - reject any Tender that seeks to introduce qualifications or variations to the Council's proposed contracts and specification that are not acceptable to the Council;
  - withdraw this Invitation at any time, or re-invite tenders on the same or any alternative basis;

- choose not to award any contract as a result of the current procurement process; and
- make whatever changes it sees fit to the timetable, structure or content of the procurement process.

**Bid costs**

- 4.8 The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

**Language**

- 4.9 Tenders, all documents and all correspondence relating to the Tender must be written in English.

**Governing Law and Jurisdiction**

- 4.10 This Invitation and any dispute concerning it (including non-contractual disputes or claims) shall be governed by English law and subject to the jurisdiction of the English Courts.

## **5 TENDERS AND EVALUATION**

- 5.1 This section of the Invitation sets out the criteria that the Council will use to evaluate Tenders.
- 5.2 Bidders are required to submit a Tender strictly in accordance with the requirements set out in this Invitation, to ensure the Council has the correct information to make the evaluation.
- 5.3 A Tender must include the information referred to in paragraph 1.35 of the Preliminary Particulars together with (i) details of the Bidder's experience of renovation or conversion of tennis courts in the last 5 years plus contact details for 3 referees who the Council may contact; (ii) signed form of tender as annexed to the Invitation.
- 5.4 If a Tender is equivocal or unclear, the Council may deduct marks when scoring it or it may treat the Tender as non-compliant and reject it.
- 5.5 Scoring will be carried out as follows:
- (a) The Bidder must demonstrate good experience of renovating or converting tennis courts of a similar scale to the works required by the Council, so as to give the Council a high degree of confidence in its ability to deliver the works for the Council and must provide three referees, for whom it has provided such works in the last 5 years. The Council may reject any Tender where it does not have confidence in the Bidder's ability.
  - (b) The Bidder must provide complete documents referred to in paragraph 1.35 (ii) to (xi) of the Preliminary Particulars. The Council may reject any Tender that is incomplete or does not fully comply with the Employer's Requirements, including the Preliminary Particulars, the Scope of Works for porous Macadam tennis courts,
  - (c) The Council will consider all Tenders that have not been rejected on the basis of (a) and (b) above or due to any other failure to comply with this Invitation. It intends to award the contract to the Bidder that submits the lowest priced Tender. However, it reserves the right (acting reasonably) to adjust any tendered prices where it considers this necessary in order to compare bids on a like for like basis and to award based on such adjusted prices.
- 5.6 If it appears to the Council that any Tender may be financially unsustainable such that the Bidder is not reasonably likely to be able to deliver the project then the Council may ask the Bidder to explain its Tender and costs. If following the Bidder's explanations the Council is not satisfied with the Bidder's account, the Council may treat the Tender as non-compliant and reject it.

## **6 FORM OF TENDER**

**TO: Truro City Council (the "Council")**

### **TENDER RELATING TO**

- (1) the renovation of four porous asphalt tennis courts and**
- (2) the conversion of four impervious acrylic tennis courts to four porous asphalt tennis courts**
- and associated work at Boscawen Park**

We have examined the invitation to tender ("**Invitation**") dated 5<sup>th</sup> January 2018 and all accompanying documents. Our Tender is made subject to the terms of the Invitation, including but not limited to the instructions to Bidders.

We declare that to the best of our knowledge the information we have provided in our Tender is correct.

### **Offer**

Our Tender is an offer to contract with the Council on the terms of JCT Minor Works (with Design) 2016 as amended and this Invitation. If the Council unequivocally accepts in writing our Tender, then a contract will come into force. We agree to promptly sign any written documentation prepared by the Council to bear witness to the terms of that contract.

### **Non-collusive tendering**

In recognition of the principle that the essence of tendering is that the Council, shall receive bona fide competitive tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

- communicate to a person other than the Council the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
- agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
- offer 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 any act or thing of the sort described above.

### **Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Council.

So far as any possible conflict of interest has arisen, we have notified the Council promptly in writing of that potential conflict of interest and have taken any steps agreed with the Council to avoid the conflict.



We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Council.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Council, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Council, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date: .....

Name: .....

in the capacity of: .....

duly authorised to sign tenders for and on behalf of:

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