

ROSSENDALE BOROUGH COUNCIL

INVITATION TO TENDER FOR

AIR HANDLING UNIT FOR MARL PITS LEISURE CENTRE

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Contract Description:	<p>New Air Handling Unit for Marl Pits Leisure Centre</p> <p>The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in the tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.</p>
Quantity:	As detailed in schedule of works
Insurance Requirements:	Details of Public Liability and Employers Insurance minimum of £10 million
Period of Contract:	Completion of works by 16 weeks
Procuring Officer:	<p>Any queries must be addressed to Nichola Fenton-Clough (01706) 252527 NicholaFentonClough@rossendalebc.gov.uk</p>
Submission instructions:	Full break down of tenders must be submitted
Tenders to be sent to:	<p>Tenders@rossendalebc.gov.uk Or alternately the tender should be submitted to: Committee and Member Services (room 213) The Business Centre Futures Park BACUP Lancashire OL13 0BB</p>
Date/time for Tender return:	15 th November 2024 12:00 Noon

Packaging:	Tenders must be marked “ Tender- Air Handling Unit for Marl Pits Leisure Centre Strictly Confidential –Tender to be opened by addressee only ” and the packaging must not bear any sign or reference which might indicate the identity of the Tenderer.
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Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Submission of Tenders	Friday 15th November at 12.00 noon
Questions	End Date: Friday 8th November
Evaluation of Tenders	Thursday 21st November 2024
Notification of result of evaluation	Friday 22nd November 2024
Standstill period	10 days to the 2nd December 2024
Expected date of award of Contract(s)	Tuesday 3rd December 2024
Contract commencement	Friday 6th December 2024

CHECKLIST FOR TENDERERS

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

No	Item	Included in Tender Return
1.	All information requested in part 5	
2.	Form of Tender - 4	
3	Pricing Schedule - 3	
4	Certificate Of Non-Collusion etc. - 5	
5	Social values questionnaire -6	

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SCHEDULES

1	SPECIFICATION
2	PART 1 - CONTRACT PARTICULARS
3	PART 2 - STANDARD TERMS AND CONDITIONS
3	PART 3 - SPECIAL TERMS AND CONDITIONS
4	FORM OF TENDER
5	CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING
6	SOCIAL VALUES QUESTIONNAIRE

IMPORTANT NOTICE

This Invitation to Tender (“ITT” 1) is issued to those shortlisted to tender (“Tenderers”) to **Rosendale Borough Council** (the “Council”) to for the purchase and installation of an Air Handling Unit for Marl Pits Leisure Centre (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant Public Contracts Regulations.

The evaluation will be in line with the latest Public Procurement Regulations that apply.

1. BACKGROUND

1.1 Further details of the Council's needs under the Contract and other relevant information is provided in the Specification at **Schedule 1**.

1.2 If you have any questions or require any clarifications, please contact the Procuring Officer **or the relevant person below**:

Facilities Officer **Nichola Fenton-Clough, 01706 252527**
NicholaFentonClough@rossendalebc.gov.uk

1.3 Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

1.4 Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.

1.5 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

1.6 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

1.7 Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

1.8 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. TENDER SUBMISSION REQUIREMENTS

2.1 Tenders must be written in the English language.

2.2 Tenders must provide responses referring back to the numbering format as set out in section 5 of this ITT.

2.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

2.4 The Tender (including price) should remain valid for a minimum period of 90 days.

- 2.5 The Tender must not be qualified in any way.
- 2.6 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.7 Your full registered business/name and main office address must also be provided on all documents.
- 2.8 In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer **no later than 4 calendar days before the submission date for the Tender** to enable any technical queries to be investigated and resolved.

3. **CONTRACT DOCUMENTS**

- 3.1 Any resulting Contract will consist of the Contract Particulars (to be completed), the Standard Terms and Conditions, the Special Terms and Conditions (all as set out in Schedule 2) and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 3.3 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

4. **TENDER EVALUATION AND AWARD CRITERIA**

- 4.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 4.3 Tenders will be evaluated against the award criteria set out below.
- 4.4 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 4.5 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

- 4.6 Tenders will be evaluated to determine the **most economically advantageous Tender** taking into consideration the following award criteria:

	<p><i>Tenders will be evaluated on -:</i></p> <p><i>80% Price</i></p> <p><i>5% Health and Safety- Please provide policy/pack statement</i></p> <p><i>5% References- Please provide 2</i></p> <p><i>5% Time Scales- Please see timetable and provide project plan</i></p> <p><i>5% Social Values- Please see social values questionnaire</i></p>	
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5. INFORMATION REQUIRED

5.1 Tender information

5.2

Tenderers are asked to indicate:

- 5.2.1 Their proposed methodology for fulfilling the Contract and meeting the Specification;
- 5.2.2 A contract timetable which the Tenderer proposes to adhere to;
- 5.2.3 A project management structure and principal point of contact for the Council to be Contract Manager;
- 5.2.4 The proposed personnel identified for the provision of the Contract and whether they will be exclusively deployed to the Council and any other resources which will be used.

5.3 Pricing

Tenderers must complete the Pricing Schedule set out in Schedule 3 to provide all of the obligations under the Contract. Any additional or alternative pricing proposals can be added to the end of the Pricing Schedule with a reason for their inclusion.

- 5.3.1 All Prices shall be stated in pounds sterling and exclusive of VAT.
- 5.3.2 Tenderers must also indicate all other costs that will be associated

with the contract e.g. rates, expenses etc. No claim for additional payment will be considered for items that have not been specified.

Corporate Requirements

The Council has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. The Council is delivering its services when a contractor is delivering services on behalf of the Council. It is therefore incumbent upon the Council to ensure that these statutory requirements are carried out by any contractor that is working for the Council. Consequently, the Council is looking for a commitment within Tenders to assisting the Council in the following duties. The Council does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Tenderer believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.

5.3 Equality and Diversity

5.3.1 The Council is Committed to:

Providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Tenderer will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.

5.3.2 Expectation of the Tenderer:

Tenderers should note that the successful Tenderer will be asked to contract with the Council to ensure that they adhere to these obligations. The Council will, if appropriate, monitor the successful Tenderer's compliance throughout the Contract Period.

5.3.3 Compliance with Equality Legislation:

The Council requires service providers to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than 5 employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. During the Contract Period the Council may work with contractors, who at present do not fully comply, to help them put in place policies and practices to do so.

LEVEL 1 (LESS THAN 5 EMPLOYEES)

Organisations with fewer than 5 directly employed persons will be expected to meet the appropriate level of compliance for the delivery of the Contract. Should recruitment increase the size of the

organisation to 5 or more employees the organisation will be expected to meet the appropriate level of compliance.

LEVEL 2 (5 TO 49 EMPLOYEES)

All organisations with between 5 and 49 employees must achieve criteria 1 – 4 listed below.

1. All organisations must have an equality policy in respect of race, gender, disability, age, sexual orientation and religion/belief that covers at least:
 - (a) recruitment, selection, training, promotion, discipline, grievance and dismissal.
 - (b) discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.
 - (c) identification of the senior position with responsibility for the policy and its effective implementation.
 - (d) how you communicate the policy to your employees.
2. Effective implementation of the policy in the organisation's recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.
3. The policy should either be reviewed to reflect changes in legislation or within a three-year period whichever occurs first.
4. To monitor the gender, disability and ethnicity of job applicants. We would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

LEVEL 3 (50 OR MORE EMPLOYEES)

All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the additional criteria 5-10 listed below:

5. Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline, grievance and dismissal of employees.
6. Provide equality training for managers and any employees responsible for recruitment and selection.
7. In addition to criterion 4 (Level 2) carry out monitoring on the number of employees from different gender, disability and ethnic groups by grade when:

- (a) in post
- (b) applying for posts
- (c) taking up training and development opportunities
- (d) promoted
- (e) transferred
- (f) disciplined and dismissed
- (g) a grievance is raised
- (h) leaving employment

The Council would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

- 8. If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.
- 9. In respect of 7 and 8 above, annual monitoring and reporting is required regarding equality issues within the workforce.
- 10. Organisation's recruitment advertisements and publicity literature should state that equal opportunities practices are in place.

6. **CLARIFICATION MEETINGS, SITE VISITS AND INTERVIEWS**

The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.

- 6.1 Any queries with regards to the tender please contact Nichola Fenton-Clough
NicholaFentonClough@rossendalebc.gov.uk

Location visits by the contractors are recommended before the submission of the tender .

7. **FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL**

INFORMATION STATEMENT

- 7.1 The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).
- 7.2 As part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 7.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **“Not for disclosure to third parties”** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 7.4 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 7.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- 7.5.1 has not been clearly marked as “Not for disclosure to third parties” with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
 - 7.5.2 does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - 7.5.3 in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.