**WELLSPRING ACADEMY TRUST**

**RENEWAL OF SINGLE PIPE HEATING SYSTEM AT THE FOREST ACADEMY**

**INSTRUCTIONS FOR TENDERING**

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**A. TENDER EVALUATION**

**A TENDER DOCUMENTS**

1. **Introduction and Overview**

1.1 Tenders are to be submitted as instructed by the Wellspring Academy Trust and not later than

**12 Noon on Wednesday, 29th May 2019,**

Or an amended return date as notified.

1.2 The Employer will observe the general principals contained in the JCT Tendering Guide 2017 published by the NJCC for Building

**2. Tender Documents**

2.1 The Tender Documents issued for this contract comprise the documents listed on the Index to Tender Documentation

2.2 All documents will be issued by the Trust and tenders will also be returned as instructed.

2.3 Should any of the Tender Documents not be received by a Tenderer, the Tenderer is to notify the person named in the Letter of Invitation to Tender without delay.

**B GENERAL TENDER CONDITIONS**

**3. General**

3.1 **Tenderers are required to complete and provide all information required by the Client in accordance with these Instructions for Tendering. Failure to comply with these Instructions for Tendering may lead the Client to reject a Tender.**

3.2These Instructions for Tendering shall not be included in any subsequent contract.

3.3 Tenderers must assess and consider all the Tender Documents.

3.4 Each Tenderer must obtain for himself at his own responsibility and expense all information necessary for the preparation of their Tenders. The Client will not bear any of the costs and expenses incurred by a Tenderer in producing and submitting his Tender.

3.5 An invitation to submit a Tender does not necessarily mean that a Tenderer has satisfied the Client regarding his ability to undertake the Works specified. This will be for the Client to determine as part of its evaluation of the Tender.

3.6 All information supplied by the Client in the Tender Documents shall be regarded as confidential to the Client. It must not be disclosed to any party, other than on an

in-confidence basis to those who have a legitimate need to know, for the purposes of Tender preparation.

* 1. The Tenderer shall comply with requirements of the Anti-Collusion Certificate included as Appendix X to the Form of Tender. If the Tenderer fails to comply it shall (without prejudice to any other civil remedies available to the Client and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

3.8 If a Tenderer directly or indirectly canvasses any member or official of the Client concerning the award of the contract for the implementation of the Tender, it will be disqualified.

3.9 If a Tenderer decides that he does not wish to submit a Tender, he should immediately notify the person named in the Letter of Invitation to Tender giving his reasons and return all the documents issued.

3.10 Immediately inform if any parts of the works as defined in the tender documents cannot be tendered stating reasons for inability to tender.

3.11 Tenders must include for all Works shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

3.12 The Tenderer is responsible for obtaining copies of the Tender Documents and the documents contain all sections and pages in numerical sequence and are complete.

3.13 The text of the Tender Documents and any other issued documents shall not be altered or otherwise qualified by the Tenderer unless expressly instructed, in writing, by the Client at any time before the date stated for submission of Tenders. Tenders containing unauthorised alterations or qualifications may be rejected.

3.14 It is the Tenderer’s responsibility to check that he has allowed in his Tender for all Works required.

**4. Clarifications and Addenda**

4.1 Only

* information in writing issued by the Client, or
* written/verbal information issued by a person named in the Letter of Invitation to Tender,

has any Client to issue any information or give any verbal or written explanation as to the meaning of any of the Tender Documents, including the issue of addenda to the Tender Documents.

4.2 Every Tenderer must assess and consider the Tender Documents as soon as possible in the Tender period. Any query regarding the tender documents must be raised in writing with the person named in the Letter of Invitation and delivered at least **4 working days** before the date for return of Tenders.

4.3 Questions or requests for clarification from Tenderers to the Client will be treated confidentially when they do not have a material impact on the tender or when the Client agrees that there are legitimate commercial reasons for giving the additional information only to the Tenderer submitting the question. Otherwise, the questions asked and the answers given will be circulated to all Tenderers.

4.4 Should any alteration or addition to the Tender Documents be deemed necessary by the Client prior to the date for return of the Tender, it will be issued in the form of a numbered addendum to all the Tenderers by the school:

* No such issues will be made within 2 **working days** prior to the date for return of Tenders or if an amended Tender Return date is notified, within 2 **working days** prior to the amended date for return of the Tender.
* Any such alteration or addition issued during the Tender period shall be recorded in the Tenderer’s offer and included in the Tender.
* Tenderers will be required to acknowledge receipt of any addendum.

4.5 The Client may extend the Tendering period by means of an addendum to the Tender**.**

4.6 Any request for clarification or further information must come from the Tenderer only and no response will be given to any request from Sub-Contract Tenderers or Suppliers.

**5. Qualified Tender**

5.1 Tenders must not be qualified, conditional, accompanied by statements, which could be construed as rendering them equivocal and/or placed on a different footing to other Tenders.

5.2 Tenders containing unauthorised alterations or qualifications may be rejected.

**6. Alternative Offer**

6.1 No alternative offer will be considered.

**7**. **Evaluation of Tender**

* 1. Tender Evaluation criteria are included in Appendix A
  2. The tenderer shall respond promptly to any requests by the Client for further information relating to its Tender.

**8. Errors in Tender**

8.2 If the Client suspects that there has been an error in pricing, the Client reserves the right to seek such clarification as it considers necessary from the Tenderer.

8.2 It is the Tenderer’s responsibility to ensure that the Tender is arithmetically correct, prior to submission.

8.3 Errors in pricing will be dealt with in accordance with JCT Tendering Practice Note 2017 – Alternative 2 is to apply (giving the Tenderer an opportunity of confirming offer or amending to correct genuine errors)

Genuine errors are deemed to be the following –

* Errors of computation
* Patent errors in pricing

All Tenders will then be re-ranked and the highest ranked tender will be evaluated (refer to Appendix A).

8.5 The Tenderer should enter a value, rate or price against every applicable item. Lump sums in respect of complete sections or consecutive items will not be accepted. Any item not priced will be deemed to be included in rates for other items elsewhere. The Client reserves the right to reject the tender if the conditions in this paragraph are not observed.

**9. Tender Acceptance**

9.1 The Client is not bound to accept the lowest or any Tender.

9.2 Tenders shall be submitted on the basis that they shall remain in force for 90 days from the actual date of return of Tenders.

9.5 The Tenderer in submitting the Tender undertakes that in the event of his Tender being accepted by the Client he will, within fourteen days of being called upon to do so, execute a formal agreement with the Client. Failure by the Tenderer to execute a formal agreement within the time specified above will render the agreement voidable at the option of the Client at any time by notice in writing.

**C COMPLETION OF TENDER DOCUMENTS AND SUBMISSION OF TENDER**

**10. Completion of Tender Documents**

10.1 Tenderers are required to complete and return one copy of the following documentation. The Tender will only be considered if it is submitted in this way.

* **Form of Tender and all Appendices**.

**Notes:**

**a) Appendix II must be fully completed and the Insurance details shall be completed by the Tenderer’s Insurance Broker and submitted with the tender.**

**b) Appendix VI is to be completed with any equivalent products proposed in lieu of named products in the specification together with the cost differences to the submitted tender price**

10.2 Any Contractor whose tender is under consideration must submit the following within two working days of being requested to do so

* One fully priced Specification. All individual items are to be priced. Any item not priced will be deemed to be included in rates for other items elsewhere.
* Evidence of the Contractor’s Accreditation under the Safety in Procurement Schemes (SSIP accredited schemes) including any additional categories required including

- Principal Contractor

– or where not registered for the additional categories under SSIP evidence/details of ability/technical competence, experience and track record by submitting project information/Construction Phase Health and Safety Plans/client contact information and similar evidence where such roles have been undertaken.

* Health and Safety Method Statements and Risk Assessments/Construction Phase Health and Safety Plan
* Programme for the Works

10.3 It is the Contractor’s responsibility to check that he has allowed in his Tender for all items included on the drawing(s). The Contractor is required to list any such items which do not appear in the Scope of Works and price them individually at the end of Section Nr 3 on the page specifically provided for that purpose.

10.4 Tenders shall be submitted in English with prices in pounds sterling and exclusive of Value Added Tax (VAT).

10.5 Any person submitting a Tender (including a limited company) must complete and sign with his or her name (or in the case of a limited company, the name of the company) on the Form of Tender included in these documents. In the case of a private person, he or she must show his or her forenames or Christian names and his or her surname and address in block capitals. In the case of a limited company, the address must be the address of its registered office and the signature must be that of a Director or the Secretary of the company. If there is no such person authorised to sign, the offer shall be sealed by the company. In the case of a partnership, the full names and addresses of all partners must be stated and the form of the offer signed by all partners.

10.6 NO UNAUTHORISED alteration or addition should be made to the Tender Documents. Tenders must be submitted strictly in accordance with the Tender Documents and these Instructions for Tendering.

10.7 Except for Addenda issued by the Client and as referred to above:

* Pages are not to be added to or removed from the Tender Documents issued.
* The Tender documents are not to be otherwise amended.

Any additional documentation, which has not been specifically requested, will not be considered.

**11. Submission of Tender**

11.1 Submission of the Tender to the Client as instructed in the Letter of Invitation.

11.2 Tenderers should submit their completed tender, no later than the date and time notified on the front sheet to this document or an amended return date and

113 Tenders will not be accepted after the stated deadline has passed. The Client will not accept any claims from a Tenderer on the basis that there was insufficient time to submit the documents.

11.4 It is very important that Tenderers allow enough time to send the Client their tender documents.

11.5 If a Tenderer decides that he does not wish to submit a tender, it should, without delay, inform the Client with its reasons.

**D OTHER REQUIREMENTS AND INFORMATION**

**12. Insurances**

12.1 Tenderers shall submit details of their insurances for the Client’s approval with their Tender – see Appendix II to the Form of Tender. Provide a receipt for the current years premiums when requested.

12.2 Suitable insurance cover must be maintained throughout the duration of the Contract. Upon renewal, updated copies of insurances certificates must be provided to the Client immediately.

**13. Site Inspection**

13.1 Site visits must only be made by prior arrangement with the person named in the Preliminaries (or a replacement or additional person notified in writing by the Client). Tenderers are required to minimize disturbance to the general public, owners or occupiers when inspecting the site.

**14. Information related to Scope, Site and Works**

14.1 Information established in connection with the proposed Works is listed in the Tender Document. The information is either issued to accompany the Tender Documents or identified as being available for inspection by the Tenderer.

* Every reasonable endeavour has been made to check the information; however, the Client does not guarantee its accuracy or completeness.
* The Tenderer is responsible for assessing the implications of the information and making appropriate allowance for these in its Tender.
* If the Tenderer requires further information in connection with its Tender, the Tenderer is responsible for obtaining this.

**15. Health and Safety**

15.1 Proposed/selected Consultants should note that compliance/accreditation with a SSIP (Safety Schemes in Procurement) constituent body, or equivalent, is mandatory for all projects involving contractors/suppliers - refer to Clause 10.2

**16. Sub-Consultants and Other Resources**

16.1The Tenderer shall complete Appendix 1 to the Form of Tender regarding all intended sub-consultants and other resources

**INSTRUCTIONS TO TENDERERS**

**APPENDIX A**

**TENDER EVALUATION**

**TENDER EVALUATION**

**Criteria for Award of Contract**

Tenders will be assessed on the basis of the Price Only.

**Tender Price Evaluation**

**Any “equivalent” product(s) and cost difference(s) identified under Appendix VI will be assessed as part of the tender evaluation.**

The submitted tender price for each Tenderer **after adjustment for the cost difference(s) identified under Appendix VI** will be ranked, with the lowest priced tender ranked number one, second lowest number two etc…..

The priced documentation from the highest ranked tender will be requested and checked for arithmetical and genuine errors. Any genuine errors discovered will be dealt with in accordance with Clause 8 of the Instructions for Tendering. The Tenderer will be given the opportunity of either correcting genuine errors or standing by his tender. If the Tenderer elects to correct the errors and the adjusted tender is no longer the highest ranked then the second highest ranked tender will be evaluated.

In addition to checking for genuine errors the tender will also be checked to determine if it is an acceptable tender by reference to:

* Compliance of the tender submission with the Instructions for Tendering,
* Compliance of the tender submission with the Specification
* The Client reserves the right to seek clarification and further information related to the responses to the above, as it considers necessary.

Should it be determined that the lowest priced Tender submission is not acceptable, then the Client may elect to consider the second lowest Tender and so on until an acceptable Tender is identified.

**Tender Award**

The Tender will be awarded to the highest ranked acceptable Tender.

**Unacceptably low bids**

Unacceptably low bids may not be accepted, subject to:

If a tender is considered to be abnormally low the tenderer will be requested to provide a written explanation of the tendered price.

A tender will be assumed to be unacceptably (abnormally) low if in comparison with the Clients preliminary estimate and of all tenders submitted, it seems to be abnormally low by not providing a margin for a normal level of profit and the tenderer cannot explain the price on the basis of economy of the construction/delivery method, or the technical solution chosen, or the exceptionally favourable conditions available to the tenderer or the work proposed.

If, having considered the tenderers written response, the Client still considers that a tender price should be regarded as abnormally low then the Client reserves the right to reject that tender.

**Disqualified tenders**

A tender may be disqualified if:

(i) The Client discovers any material or significant misrepresentation in the information already supplied or given by tenderers to them or on any documentation supplied with this tender; and/or

(ii) the documents required to be returned are incomplete; and/or

(iii) any documents where a signature is indicated as required are not duly signed; and/or

(iv) tenders received after the submission date and time given in the Instructions for tendering may be disqualified in accordance with these Instructions; and/or

(v) the Client discovers evidence of collusive tendering, canvassing or corrupt gifts

A tender will be **rejected** if that tender is:

(i) Priced by reference to other tenderers; or

(ii) qualified, conditional or based on tenderers own proposals except where the Client has indicated that it is seeking proposals on specific matters; or

(iii) it is for only part of the Works specified in the Specification

(iv) it is not compliant with the requirements of the Specification