

21st November 2022

INVITATION TO TENDER

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SOUTHBOROUGH TOWN COUNCIL:
TENDER FOR: SOUTHBOROUGH CIVIC CENTRE PLAYING FIELDS DRAINAGE
CONTRACT NOTICE REFERENCE NUMBER: CONTACT FINDER-STC-JCT-01032023
TENDER RETURN DATE AND TIME (DEADLINE): 12 TH DECEMBER 2022 16:00 HOURS

1. Introduction and background

1.1 Contents of the ITT

This invitation to tender (**ITT**) comprises:

- Tender completion requirements, evaluation model, specification and schedules.
- JCT Contract Minor Works 2016 and schedules.
- Technical Specification and associated drawings.

1.2 Introduction to the Authority

Even though this procurement is outside the regime of the Public Contracts Regulations 2015 (SI 2015/102) (PCR 2015) as amended, Southborough Town Council (STC) is conducting the procurement using the principles under the restricted procedure of the PCR 2015 to procure the services described in the Specification (**Services**). In using the restricted procedure, STC is adopting a flexible approach (as set out in this ITT) rather than the rigid procedure set out under the PCR 2015.

Interested parties completed the Expression of Interest, which sought responses in relation to their technical capacity or professional ability, and their economic and financial standing. The Authority evaluated the responses and selected [**NUMBER**] highest ranking qualified candidates (**Tenderers**), to move to the next stage of the process by completing this ITT.

This ITT contains further information about the procurement process, the Services, and assessment questions for Tenderers to complete. Each Tenderer's response (**Tender**) should be sufficiently detailed to allow the Authority to make an informed selection of the most appropriate solution.

The Authority's core values are represented by two simple Latin words "**Propria Tuemur**" meaning "**We take good care of the things which belong to us**". STC's main responsibility is the maintenance and care of Town Council-owned land, including Southborough Common, Local Playing Fields, Recreation Grounds, Allotments, Holden Pond, Southborough War Memorial and Southborough Cemetery. STC takes care of Town Council-owned land/property and act as a consultee on planning and transportation matters, but all services fall to the wider branches of government at borough and county level.

The newly built Southborough Civic Centre which was constructed in 2021 is located in 137 London Road TN4 0NA in the heart of Southborough. It includes a new town square area for people to enjoy and a range of key community services, such as Southborough Library, St Andrew's Medical Centre and a new pharmacy. To the rear is a large Playing Field and Pavilion and the works intended are located in the area north-east of the Playing Field adjacent to residential dwellings.

1.3 Scope of the Project

Consequent to a flooding of residential dwellings to the north-east of the site the Council engaged a Civil and Structural Engineer, BDR to develop a solution to prevent further flooding risk to this area of the site. This project details a solution to alleviate such risk and provides for the construction of a Swale. Tenderers are requested to price for this solution (**the Reference Bid**) but are also asked to provide alternative methods of flood risk alleviation by submitting a **Variant Bid**. The Reference Bid must be priced based upon the Authority Requirements as contained in Schedule 2, Specification.

1.4 Value of the contract

The current services handle various works to the value of £600k per annum.

The value of the Reference Bid may vary through Tenderers providing a more cost effective Variant Bid.

1.5 Contract term

The successful Tenderer (**Contractor**) will commence services on the 1st March 2023 and the Authority is seeking to minimise the duration of the works, disruption to residents and use of the Playing Fields.

1.6 Purpose and scope of this ITT

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement of Tenders.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant), the Reference Bid.
- Offers Tenderers with the opportunity to submit a Variant Bid.
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

1.7 Use of Contract by third parties

The Authority is carrying out the procurement on behalf of itself as principal.

1.8 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be submitted to the Deputy Clerk at Deputy deputyclerk@southboroughcouncil.co.uk.

The Authority will respond to all clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal. If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this (and the reason why) when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2.

Tenderers are advised not to rely on communications from the Authority in respect of the works or ITT unless they are made in accordance with these instructions.

1.9 Clarifications about the contents of the Tender

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests

promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

2. Tender Timetable

2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and even process is maintained at all times, and that all Tenderers are treated equally.

The key anticipated dates for this procurement (**Timetable**) are set out below.

Event	Date
Notification of outcome of EOI evaluation and identification of bidders invited to tender (Tenderers)	31/10//22
Notification of publishing of ITT	21/11/22
Deadline for receipt of clarifications	05/12/22
Target date for responses to clarifications	12/12/22
Deadline for receipt of Tenders	19/12/22
Evaluation of Tenders	20/12/22
Notification of contract award decision	13/01/23
"Standstill" period	27/01/23
Confirm contract award	13/02/23
Start of mobilisation period	27/02/23
Contract commencement	1/03/23

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

2.2 Deadline for receipt of Tenders

Responses to this ITT must be sent to the Deputy Clerk and in the manner prescribed under paragraph 3.1 no later than the Deadline; **that being 19th December 2022 Midday.**

Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

2.3 References

Tenderers are requested to supply two references. References will be used to verify the technical proposals put forward in the Tender and will not be scored.

The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees.

2.4 Reference site visits

The Authority reserves the right to visit the sites of the top two scoring Tenderers or more, although, where the scores which are being evaluated or moderated by the visits are close enough that the evaluation or moderated could make a difference to the contract award, the Authority will visit all relevant Tenderers' sites.

2.5 Contract award

The Authority may award Contract(s) on the basis of a Tender, Reference Bid or a Variant Bid submitted in accordance with the instructions below.

Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into.

Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period as noted within the Timetable.

2.6 Debrief

The contract award notification will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

3. Tender completion information

3.1 Formalities

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must be numbered sequentially as "Page (x) of (xx)" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender (whether a Reference Bid or a Variant Bid) must be uniquely named or referenced.
- A table of contents must be provided.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.
- Tenderers should use **ARIAL FONT TYPE SIZE 11**.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must submit to the Deputy Clerk a duly executed Form of Tender (Schedule 8). Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the

Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

3.2 **Executive summary**

Each Tenderer must also provide an executive summary of its Tender. Each Tenderer must include in its executive summary:

- An outline of the way in which the Authority's requirements are to be met by its proposal.
- A summary of all the services offered by the Tenderer in response to the ITT.
- An overview of the Tenderer's overall costs and proposals in relation to pricing.
- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the Authority's requirements and the pricing; both Reference Bid and Variant Bid.
- Confirmation that the Tender(s) will remain open for a period of [NUMBER] days.
- Written confirmation of no adverse change since the EOI stage in its financial standing and any other information provided at that stage.
- Notification of any change in control, composition or membership (if any) that has taken place after its submission of its expression of interest.
- Any other requirements of the Authority (for example, certificates of non-collusion, non-canvassing and so on).

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Tenderer must promptly notify the Authority of them. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

3.3 Submission of Tenders

Each Tenderer:

- Must submit one Tender that the Tenderer has been invited to respond to by the Authority and for which it wishes to make a bid; the Reference Bid.
- May submit a Variant Bid, subject to the conditions set out below.

Each Tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, each Tender must be capable of being accepted by the Authority in its own right.

3.4 Variant Bid

Tenderers are permitted to submit one Variant Bid (**Variant Bid**) to the Authority (subject to the requirements of a Variant Bid set out in this paragraph).

A Variant Bid must meet the minimum requirements applicable to a Reference Bid, except for any changes made in respect of the following options (a Tenderer may choose to include any or all of these variant options in a Variant Bid):

A Variant Bid will only be considered once the Authority has determined that the Tenderer has submitted a compliant Reference Bid

If a Tenderer is in any doubt about the acceptability of any proposed Variant Bid, it may request clarification from the Authority before formal submission.

Tenderers must:

- Provide any information requested regarding the particular type(s) of Variant Bid.
- Provide a summary of the costing and solution differences.
- Detail the benefits to the Authority of those differences against the relevant Reference Bid.

3.5 Contract terms

The Contract to be used for the delivery of works is JCT Minor Works Contract (2016 Edition) subject to the Authority's amendment (Schedule 1). This will be incorporated into the Deed of Contract set out in Schedule 1. By submitting a Tender, Tenderers are

agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.8 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.6 Documents forming the contract

The following documents shall form part of the Contract between the Authority and the Service Provider(s):

- Form of Tender and Price.
- JCT Minor Works Contract (2016 Edition) and its schedules.
- Specification.
- Drawings
- Schedules
- Reference Bid and Variant Bid pricing.
- Responses to requirements or method statement questions (as completed by the Service Provider).
- A list of commercially sensitive information (as completed by the successful Tenderer).
- Collateral Warranty

3.7 Consortia and subcontractors

The Authority requires all Tenderers to identify whether any and, if so, which subcontracting or consortium arrangements apply in the case of their Tender, including

the share (if any) of the Contract to be sub-contracted, the identity of the proposed sub-contractors, and which entity is proposed to be the Contractor. In the event that a sub-contractor is used to deliver any elements of the works, the Contractor shall procure that the sub-contractor enter into and execute the form of **Collateral Warranty set out in Schedule []**.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Where a number of economic operators come together to submit a bid for the Contract. The economic operators may already be part of an established consortium. Alternatively, the economic operators may constitute a temporary association which is intended to become a formalised structure (such as a special purpose vehicle (SPV) or a subcontracting arrangement) after the award of the Contract. Consortium structures may include a hub and spoke delivery model, a lead body model or an SPV.
- **Subcontracting arrangement.** Subcontracting could involve, for example, an economic operator bidding as a prime contractor and using a subcontractor or subcontractors to deliver some of the Services, or an economic operator bidding as a managing agent and using subcontractors for the delivery of the works.

3.8 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, 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.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

3.9 Confidentiality and Freedom of Information

All information supplied by the Authority to Tenderers (including this ITT and all other documents relating to the procurement), whether in writing or orally, is supplied on

condition that it (including the fact that the Tenderer has received this ITT) be kept confidential by the Tenderer; it must not be copied, reproduced, distributed or passed to any other person at any time (except to professional advisors, consortium members or subcontractors for the sole purpose of enabling the Tenderer to submit a Tender) unless the information is already in the public domain.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (*SI 2004/3391*) (EIR) in respect of information it holds (including third party information). Any member of the public or other interested party may make a request for information. The Authority is also subject to various public sector transparency policies and legal requirements, including the placing of contract award notices on the Contracts Finder database which identify the contract values and successful supplier and the provision of information to candidates and tenderers in regulations 50 and 55 respectively of the PCR 2015.

Tenderers should therefore be aware that information provided in connection with this procurement, or in connection with any contract awarded, may be disclosed by the Authority, unless the Authority decides (in its absolute discretion) that one of the statutory exemptions under the FOIA or the EIR applies. Requests for information and application of any exemptions shall be considered on a case-by-case basis. By taking part in this procurement, Tenderers agree to such disclosure or publication by the Authority.

Tenderers may designate any information supplied as part of their tender response or otherwise in connection with the procurement as confidential or commercially sensitive by clearly identifying it as such to the Authority in the template provided at Schedule 9. Blanket protective markings applied to the whole document will not be sufficient. While designating material as confidential or commercially sensitive or equivalent does not guarantee non-disclosure, the Authority will consider this as part of any disclosure decision.

3.10 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given prior express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

3.11 Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between the Tenderer, its employees and advisors, and the Authority, its employees and advisors. Tenderers must prevent, identify and remedy any conflicts of interest within their group structures and within Consortium or Subcontracting arrangements which may result in any distortion of competition. Any Tenderer who fails to comply with these requirements may be disqualified from the procurement at the discretion of the Authority.

3.12 Authority's rights

The Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification in respect of any part of a Tenderer's submission.
- Request Tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.

- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation or of negligently providing misleading information in relation to its Tender, expression of interest, the SQ or the tender process.
- Reject a Tender that is abnormally low.
- Not award a contract to the Tenderer submitting the most economically advantageous Tender where it has established that the Tender does not comply with applicable obligations in the fields of environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24 as amended from time to time.
- Withdraw this ITT or abandon the procurement process at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract [or Lot] as a result of the current procurement process or to abandon that process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.13 Bid costs

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

3.14 Guarantees, Performance Bond, Collateral Warranties

Deed of guarantee: the Authority may at its absolute discretion have qualified the Tenderer on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Authority may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Authority will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or its parent or an equivalent level of security. The form of parent company guarantee is set out in Schedule 7.

Performance Bond: the Authority may at its absolute discretion may qualify the Tenderer to procure and provide a performance bond in the sum of 10% of the contract price. The form of Performance Bond is set out in Schedule 7.

Collateral Warranty: the Contractor shall procure its subcontractor to execute the form of Collateral warranty set out in schedule 7.

4. Tender evaluation model

4.1 Award Criteria and Evaluation Criteria and for Variant

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authority. The Award Criteria (**Award Criteria**) are:

- 40% technical and or quality.
- 60% cost.

Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Authority's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

Where specified, a minimum pass mark (**Threshold**) applies to the Evaluation Criteria. The Authority shall reject any Tender which does not meet the relevant Threshold in respect of one or more criteria.]

Evaluation Criteria: Commercial	Threshold [PERCENTAGE]%	Weighting [MULTIPLIER]	[PERCENTAGE]%	Means of evaluation
Price-comparison of total cost	60	1	60	Provide a list of costs for Labour, Materials, Overhead, Profit as per Schedule

				3.
Evaluation Criteria: Technical and Quality	40	1	40	Comprising the scores for the categories below.
Comprehensive Executive Summary		Based upon 4.3 Technical Scoring Matrix.	5	Authority requirements.
Outline RAMS to be supplied.		Based upon 4.3 Technical Scoring Matrix.	10	Assessment of suitability.
Resourcing schedule and programme of works.		Based upon 4.3 Technical Scoring Matrix.	10	Resource matches the intended programme of works.
Duration of works.		Based upon 4.3 Technical Scoring Matrix.	5	Most advantageous to minimise disruption and downtime of facilities.
Provide details of staff managing the contract and for supervising works on site; this should include experience and relevant qualifications		Based upon 4.3 Technical Scoring Matrix.	10	As per the Authority requirements.

4.2 Evaluation of Variant Bid

Variant Bids submitted by Tenderers will be evaluated against the same Evaluation Criteria and will use the same evaluation methodology as the Reference Bids.

4.3 Evaluation process

Technical or quality evaluation

The technical evaluation will be scored in accordance with the table below.

Scoring matrix for the technical and quality criteria

0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.
2	Proposal falls short of achieving expected standard in a number of identifiable respects.
3	Proposal meets the required standard in most material respects but is lacking or inconsistent in others.
4	Proposal meets the required standard in all material respects.
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

Pricing evaluation

Bid prices will be scored:

On a comparative basis with the lowest bid receiving 100% of the available marks 60% following weighting. All other bids will be compared against that lowest bid and adjusted by a proportionate percentage.

5. Assessment questions for completion by tenderers

- a)** Tenderers to provide an Executive Summary as per 3.2 of this ITT;
- b)** Bidders to supply an outline RAMS document for delivery of the works;
- c)** Tenderers to supply a programme of works and resourcing schedule comprising labour and equipment;
- d)** Tenderers to confirm the proposed duration of the works to minimise disruption and closure of the facilities;
- e)** Tenderers to provide details of staff managing the contract and for supervising works on site; this should include experience and relevant qualifications.

Schedule 1 JCT Minor Works Contract 2016 as amended

Prelims

Amendment to the JCT Contract.

Deed of Contract

Schedule 2 Specification

Consequent to a flooding of residential dwellings to the north-east of the site The Council engaged BDR Civil and Structural Engineering Consultants to develop a solution to prevent further flooding risk to this area of the site. The Specification details a solution to alleviate such risk and provides for the construction of a Swale.

Drawing **21-0710 C11101 C BDR** refers to the proposed scope of works being planned and Contractors are requested to price for these works as a Reference Bid. Should Contractors have any suggestions for any modifications to the proposed works or wish to provide a totally different solution it should provide for the full scope of these works as a Variant Bid in accordance with the ITT requirements.

The planned works comprise the following as contained within the drawing and include for:

- Pollution prevention;
- Earthworks/Landscaping.

Contractors should provide its submission based upon the drawings supplied and taking fully into account the Notes contained within.

Drawing **21-0710 C10516 A BDR** further provides for the approach to be adopted for Access Routes and Working Areas and highlights that the works will involve the movement of plant and machinery in a live open area and there is a risk of conflict between plant and machinery movements with pedestrian users.

Contractors are required to supply its own methods of work and means of access as part of its submission taking due account of safe methods of work in this area of risk. They should outline its RAMS for the scope of works being undertaken for both the Reference Bid and any proposed Variant Bid.

Schedule 3 Pricing Schedule

Bid Price	Amount £
Reference Bid Total	
Labour	
Materials	
Plant	
Overhead	
Profit	
Variant Bid Total	
Labour	
Materials	
Plant	
Overhead	
Profit	

Schedule 4 Site Plan

Schedule 5 Applicable Policies – Health & Safety, Environmental Policy

Schedule 6 Commercially sensitive information.

Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule [NUMBER]].

The reason(s) it is considered that this information should be exempt under FOIA is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the Contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE:

NAME (PRINT):

POSITION:

COMPANY:

DATE:

Schedule 7 Deed of Guarantee Performance Bond and Collateral Warranty

See separate Schedule 7

Schedule 8 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

TO: SOUTHBOROUGH TOWN COUNCIL

DATE: [DATE]

PROVISION OF: PLAYING FIELDS FLOOD ALLEVIATION WORKS

REFERENCE NUMBER: CONTACT FINDER-STC-JCT-01032023

We [INSERT NAME[S]] the undersigned, having examined the ITT and all other schedules, do hereby offer to provide PLAYING FIELDS FLOOD ALLEVIATION WORKS as specified in those documents and in accordance with the attached documentation to the Authority commencing [DATE] and continuing for the period specified in the Contract.

If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and the [Tenderer].

We further agree with the Authority in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.9 of the ITT.

We further undertake and it shall be a condition of any Contract, that:

The amount or content of [my **OR** our] Tender has not been devised or calculated by agreement or arrangement with any person other than the Authority and that the content or amount of [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority.

We have not canvassed and will not, [before the evaluation process,] canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

We have not offered, promised or given any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this procurement.

We warrant that we have all requisite authority to sign this Tender and confirm that we have complied with all the requirements of the ITT.

Signature _____

Name and status _____

Signature _____

Name and status

For and on behalf of

[NAME OF COMPANY, PARTNERS OR CONSORTIUM]