

**Invitation to Tender (ITT)**

**for Hailsham Skatepark Extension**

Hailsham Town Council

**Ref HTC001/2024**

 issue Date 14th August 2023

 **Closing date 11th September @12 noon**

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**Note to Contractor - All pages, as issued must be returned within your Tender submission. Please do not remove any pages from this tender document as all pages, method statements, supporting documents and appendices will form the final contract.**

# **Preamble**

**GENERAL REQUIREMENTS**

Tenders are invited for **Skatepark Extension** for Hailsham Town Council

The site location for the works are as follows: -

Hailsham Skatepark
Maurice Thornton Recreational Ground
Orion Close
Hailsham
East Sussex
BN27 2JZ

**BACKGROUND TO THE BUSINESS REQUIREMENT**

This tender seeks to identify a competent contractor who can carry out the required works on behalf of Hailsham Town Council. This document serves as a formal statement detailing the specific goods, services, or works that are needed, along with the standards and performance expectations to be met. It encompasses the scope of work, delivery timelines, budget constraints, compliance with legal and regulatory requirements, and any technical specifications. The business requirement aims to ensure that potential suppliers understand the organisation's needs, enabling them to prepare comprehensive and competitive proposals that address all aspects of the project. Clearly defining these requirements is crucial for selecting the most suitable vendor, ensuring successful project execution, and achieving the desired outcomes.

**SUBMISSION OF TENDER**

B) Tenders should be sent electronically to tony.lee@hailsham-tc.gov.uk

and marked: Tender Return**: HTC001/2024-CONTRACT-TENDER** in the subject line.

* 1. You may seek clarification on any of the points contained in the Tender documents, by contacting the named person via e-mail. The person responsible for this procurement is Tony Lee**. Any queries must be raised** via email to tony.lee@hailsham-tc.gov.uk **allow enough time for HTC to respond, no queries are to be raised less than 7 business days before the tender return date.**

When returning your Tender please ensure that:

* All documentation is properly completed and enclosed with your Tender.
* The deadline by which the Tender must be returned is followed.

### **No Tender will be considered which is late or incomplete - for whatever reason.**

### **N.B. Tenders cannot be opened until after the deadline has expired, therefore there is no disadvantage in returning a Tender response before the deadline.**

All Contractors shall keep their respective Tender valid and open for acceptance by HTC until the expiry of 90 calendar days from the deadline for the receipt of Tenders.

**PROCUREMENT TIMETABLE**

This procurement is intended to follow the timeline below:

|  |  |
| --- | --- |
| **Stage** | **Date(s)and time(s)** |
| Issue of Invitation to Tender | 1st November 2024 |
| Last date for request of documents | 8th November 2024 |
| \*Dates for Site Visits | 8th-22nd November 2024 |
| Last date for Clarification questions | 22nd November 2024 |
| Response to Clarification questions | 25th November 2024 |
| Submission of Tenders | **29th November 2024 @12 noon** |
| Evaluation of Tenders | 6th December 2024 |
| Tenderer interviews/clarification meetings  | TBC |
| Notification of result of evaluation | TBC |
| Standstill period (10 days) | TBC |
| Expected date of award of Contract(s) | TBC |
| Contract commencement | TBC |

**\***Contractors are strongly advised to take advantage of the option to visit site as part of their due diligence and not to make reasonable assumptions that the information and specification is Wholly accurate.

**Please note the HTC reserves the right to amend this timetable and steps following the Submission of tender and are provided for indicative purposes only.**

# **Contractor checklist**

Contractors should ensure that they have completed the following schedules before returning their Tender responses:

It is important that all schedules are completed as failure to do so may result in your Tender not being accepted.

# **2 Conditions of Tender**

**Note to Contractor - All pages, as issued must be returned within your Tender submission. Please do not to remove any pages from this tender document as all pages, method statements, supporting documents and appendices will form the final contract.**

# Contents

1. Background

 2. Tender submission requirements

 3. CONTRACT DOCUMENTS

 4. Tender evaluation

 5. Award criteria and Information needed

 6. Clarification meetings, site visits and interviews

 7. Freedom of Information Act and Environmental Information Statement

**Important notice**

Hailsham Town Council (HTC) have issued this Invitation to Tender (ITT) to interested Tenderers, to allow them and their professional advisers to prepare a Tender for these works and for no other purpose.

Hailsham Town Council (HTC) gives this ITT and any other documentation that HTC sends to Tenderers for this Tender process, on the basis that they remain HTC property and Tenderers must treat the contents as confidential. If Tenderers are unable or unwilling to keep to this rule, they:

* must destroy this ITT and all associated documents at once; and
* must not keep any electronic or paper copies.

Tenderers must not take part in any publicity activities with any part of the media about the Contract or this ITT process without getting HTC written agreement first. This includes HTC agreement on the format and content of any publicity.

This ITT is made available in good faith. Hailsham Town Council (HTC) give no warranty as to the accuracy or completeness of the information contained in it. HTC also disclaim any liability for any inaccuracy or incompleteness. HTC reserve the right to cancel the Tender process at any point. HTC are not liable for any costs resulting from any cancellation of this Tender process or for any other costs that Tenderers may incur by

**Tendering for this Contract.**

Tenderers will be deemed to fully understand the processes that HTC must follow under relevant European and UK legislation, particularly The Public Contracts Regulations 2015.

1. Background

* 1. Further details of our needs under the Contract and other relevant information are given in the Specification.
	2. If Tenderers have any questions, please contact Tony Lee Operations & Facilities Manager. tony.lee@hailsham-tc.gov.uk
	3. The person responsible for this procurement is **Tony Lee.** Any queries must be raised via **email** and directed to by no later than **7 business days before the tender return date.**
	4. Other than the person or people identified above, no HTC employee or member of HTC has the authority to give any information or make any representation (express or implied) about this ITT or any other matter about the Contract.
	5. Please note that our responses to any queries or clarification requests may, at the HTC discretion, be circulated to all Tenderers.
	6. HTC reserve the right to issue extra documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. Any extra documentation that HTC may issue will form part of the ITT. Also, it will add to and/or supersede any part of the ITT to the extent indicated.
	7. Tenderers must obtain at their own expense all the information that they need for the preparation of their Tender.
	8. Under the Contract, Tenderers must keep to HTC policies. Tenderers are advised to satisfy themselves that they understand all the rules of the Contract before submitting their Tender.
	9. The Tender must be received in line with the relevant instructions no later than the time and date shown.
	10. The tender must be received in line with the relevant instructions no later than the time and date shown.
1. Tender submission requirements
	1. Tenders must be written in the English language.
	2. The Form of Tender must be duly completed and submitted with the Contract Data and Price List, Supporting Information and annexes duly completed to tony.lee@hailsham-tc.gov.uk
	3. by no later than **12 noon** on **29th November 2024**
	4. Tenders must give responses referring to the numbering format as set out in schedule 8 of this ITT.
	5. Only one Tender is allowed from each Tenderer. If a Tenderer submits more than one Tender; HTC will evaluate the one with the latest time of submission and disregard the other(s).
	6. The Tender (including price) should remain valid for a minimum period of 90 days.
	7. The Tender must not be qualified in any way.
	8. There will be no option for the tender to be amended after the tender return date. If any errors are found with the submission post tender return, the Contractor will be required to stand by their original submission or withdraw their tender.
	9. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
	10. Your full registered business name and head office address must be given on all documents.
2. Contract documents
	1. Any resulting Contract will consist of:
		1. the Contract Data (to be filled in and further relevant project-specific details following award) but not changed in other respects.
		2. the Standard Terms and Conditions.
		3. the successful Tender.
		4. the Specification
		5. the Price List contained within the Contract Data.
		6. Supporting documents, consisting of: -

Schedule 5 – Business Questionnaire

Schedule 6 – Legal Obligations

Schedule 8 – Supporting Information, Parts A, B, C, D, E & F

Schedule 9 – Payment Details

* + 1. Legal declarations, consisting of: -

Schedule 10 – Declaration

Schedule 11 – Collusive tendering Certificate

Schedule 12 – Form of Tender

Schedule 13 – Contract Conditions Acceptance

Schedule 14 – Contractor’s Contact Information

* + 1. The Contract will be subject to English law and the exclusive authority of the English courts.
		2. HTC are bound by procurement rules and cannot enter any negotiations on the Tender or Contract.

3.1.10 Any contract award will be conditional on the Contract being approved under HTC

internal procedures and HTC being able to proceed.

3.1.11 HTC 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.

1. Tender evaluation
	1. HTC are not bound to accept the lowest or any Tender. HTC also reserves the right to accept the whole or any part of any Tender submitted.
	2. HTC will check each Tender initially to make sure it has kept to the rules of the ITT.
	3. HTC will evaluate Tenders against the award criteria set out below.
	4. HTC reserve the right to seek clarification from any or all the Tenderers during the evaluation period. This may be in writing or by means of a clarification meeting. This is to help HTC to consider the Tenders.
	5. HTC may decide to interview Tenderers or hold clarification meetings to help in our Tendering process. HTC will notify Tenderers of this in due course.
	6. HTC will evaluate Tenders to decide the **most economically advantageous tender** taking into consideration the following award criteria.
2. **Award criteria and Information needed.**

As part of the tender submission, we are seeking written submissions on how the individual elements of this tender contract will be delivered in conjunction with a pricing submission. The overall tender will be evaluated against the written response (quality) based on experience, and general approach as well as the tender sum (price). We intend scoring each submission on a 50/50 basis with 50% of the available scores being awarded for the quality answers and 50% awarded for price.

**PRICE**

The 50% for price will be allocated based on 100 points going to the lowest tender price with each other tender receiving a reduction in points in relation to the difference in their tender submission. A tender 10 % higher will receive 10% or 10 points less than the lowest tendering Contractor, receiving a score of 90 out of 100.

**QUALITY**

The quality elements will be scored by a panel and will receive a maximum of 100 marks, it may be possible that all responses are judged equal and receive the same score therefore leaving price as the deciding factor, however it may be that the lowest tender is not the chosen tender if the quality questions are judged to be variable in answers. The score for Quality will be allocated based on 100 points going to the highest scoring tender with each other tender receiving a reduction in points in relation to the difference in their tender submission. A tender with a quality score 10 % lower will receive 10% or 10 points less than the highest scoring tender, receiving a score of 90 out of 100.

The following quality questions will form part of your tender submission and count for a total of 100 quality marks available. The table below provides a summary of how marks are broken down across these areas:

|  |  |
| --- | --- |
| **Quality Criteria** | **%** |
| Specification | 35% |
| Delivery program | 30% |
| Aftercare service | 20% |
| Added Value | 15% |

**Please provide a written response to the following quality questions. Each question to be answered and clearly identified within the tender submission as “quality question statements.”**

**Specification**

1. Please provide a statement of the professional and technical skills available within your organisation and process for ensuring appropriately qualified workforce will be undertaking the works to meet the requirements for the duration of this contract.
2. Confirm how your company intends to deal with urgent defects for HTC and typical reactive timescales.
3. Please provide how your company plans to detail the key steps that they will put in place to support timely implementation of the contract.
4. Please provide a statement demonstrating understanding of the technical details and issues in the ITT and your approach to complying with these. This could include comments on the requirements or drawings. It could also include additional risk to HTC from your perspective, associated with providing the works but not identified in the ITT, together with your proposals for mitigation of these risks.

**Delivery Programme**

1. What are your current resources to enable you to fulfil this contract.
2. Please provide an example that demonstrates your organisations experience in successfully delivering similar projects to meet the requirements of this contract within the last 3 years. Your example must provide a description of the works, contract value & dates, previous or current customer details.
3. If you intend to subcontract any of the works within this contract, the company will become the principal contractor under the CDM (Construction Design Management) 2015 regulations. Provide examples of your company undertaking the role of Principle Contractor and how you met your statutory obligations under CDM 2015 regulations.

**Aftercare Service**

1. Please provide details of aftercare that you would provide to relevant staff should there be a requirement.
2. Please explain how you company will ensure quality of servicing and communication if any defects are identified during the works.

**Added Value**

1. Please provide details of where you have been able to demonstrate added value through the adoption of innovative solutions or cost saving alternatives to a similar contract to the requirements of HTC.

The quality element of Contractor’s Tenders will be scored using the following scale of awarding marks between 0 and 100:

|  |  |
| --- | --- |
| **Score** | **Comment** |
| 1-30 | Completely unsatisfactory response – limited or no relevant information. Respondent would have serious difficulty delivering the required standard. |
| 31-50 | Fair response – Respondent would only meet some of the requirements of the contract some of the time. |
| 51-70 | Acceptable response – Respondent would be likely to meet basic contract standards, but further work required to ensure standards are met consistently. |
| 71-90 | Good response – clearly indicating Respondent has fully understood and can apply and deliver all the required contract standards.   |
| 91-100 | Excellent response - clearly indicating Respondent has fully understood and can apply and deliver all the required contract standards and includes robust and deliverable proposals to provide additional benefit to HTC    |

**If a score of 30 or less is given for any method statement the bid will be deemed to be non-compliant, will fail the tendering evaluation and will not be considered further.** **For any tenders so excluded, that tenderer’s price shall be excluded from the ‘price’ evaluation.**

**5.1** **Pricing**

5.1.1 Tenderers must fill in the Price List to provide all the obligations under the Contract. Tenderers can add any extra or alternative pricing proposals to the end of the Price List with reasons for including these.

5.1.2 All works to be priced with an all-inclusive final sum for works. Should overall costs exceed HTC Budget, there may be the need to revisit the proposed specification for the overall works.

5.1.3 All prices shall be stated in pounds sterling and exclusive of VAT. (Value Added Tax).

5.1.4 HTC will not consider claims for extra payment for items that have not been specified.

5.1.5 **Abnormally low tenders**

If, for a given contract, tenders are abnormally low in relation to the goods, works or services, HTC shall, before it may reject those tenders, investigate the elements of the tender which it considers to be unsustainable. If HTC investigations determined the bid to be unsustainable, HTC may reject the tender from the process.

 **5.2** **Corporate requirements**

Legally HTC must make sure that it keeps to several corporate considerations when providing its services. HTC is delivering its services when a Contractor is delivering services on the behalf of HTC. Therefore, HTC need to make sure that any Contractor that is working for it carries out these legal requirements. HTC are looking for a commitment within Tenders to help it in the following duties. HTC does not consider that these requirements will be onerous and so it is deemed pricing should not be affected in keeping to any of these obligations.

* + 1. **Equality and diversity**

**HTC are committed to:** Providing its services in a way that promotes equality of opportunity at every possibility. HTC expect the successful Tenderer to be equally committed to equality and diversity in its employment practices and service provision. HTC also expect that they will keep to all anti-discrimination legislation.

* + 1. **Expectation of the Tenderer:**

Tenderers should note that HTC will ask the successful Tenderer to contract with HTC to make sure that they keep to these obligations. HTC will monitor the Contractor’s performance obligations throughout the Contract Period.

* + 1. **Keeping to equality legislation:**

HTC need contractors to demonstrate that they keep to equality rules in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than five employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. HTC may work with Contractors during the Contract Period, to make sure they keep to the rules of equality legislation relating to employment.

**Level 1 (less than five employees):** Organisations with less than five directly employed people will be expected to meet the suitable level of compliance for the delivery of the Contract. If recruitment increases the size of the organisation to five 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 for race, gender, disability, age, sexual orientation and religion or belief that covers at least:

* + - * 1. recruitment, selection, training, promotion, discipline, grievance, and dismissal.
				2. discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.
				3. identification of the senior position with responsibility for the policy and its effective implementation; and
				4. how Tenderers 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. HTC would also encourage organisations to monitor of the age, sexual orientation and religion or belief of staff.

**Level 3 (50 or more employees):** All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the extra criteria 5-10 listed below.

5. Give written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline, grievance, and dismissal of employees.

6. Give equality training to managers and any employees responsible for recruitment and selection.

7. As well as 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; and

HTC would also encourage organisations to monitor for age, sexual orientation and religion or belief.

8. If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.

9. For 7 and 8 above, annual monitoring and reporting is needed about 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

6.1 HTC reserve the right to hold clarification meetings, site visits and interviews as HTC consider appropriate, both before and after Tender submission. At this meeting Tenderers will be able to meet with HTC to discuss your approach to the requirements and to clarify any queries on the legal documentation. HTC may share any issues raised at the meeting which are not commercially confidential with the other Tenderers.

6.2 If invited for a clarification meeting or interview, tenderers should register attendance, including the names and job titles of those who will be attending.

6.3 If Tenderers wish to visit the site as part of your preparation of the ITT, Tenderers must contact Tony Lee via email tony.lee@hailsham-tc.gov.uk in advance. You are only allowed access to the site by pre-arranged appointments with HTC. Site visits must be held within the set dates as provided. Tenderers are encouraged as part of their due diligence to visit sites as HTC is unable to give any warranties (promises as to the state or condition of something) or assurances with respect to information supplied or the Operating Environment, HTC may atits discretion, circulate responses to any questions to all Tenderers.

7 Freedom of Information Act and Environmental Information Statement

7.1 HTC are subject to The Freedom of Information Act 2000 (Act) and The Environmental Information Regulations 2004 (EIR).

7.2 As part of our duties under the Act or EIR, HTC may need to disclose information about the procurement process or the Contract to anyone who makes a reasonable request.

7.3 If Tenderers think that any of the information given in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party); then Tenderers should clearly mark this as ‘**Not for disclosure to third parties ‘.** Tenderers should give valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

7.4 HTC will aim to consult with Tenderers and consider comments and any objections before HTC release any information to a third party under the Act and/or the EIR. However, HTC will be entitled to decide in our absolute discretion whether any information is:

* exempt from the Act or the EIR; or
* to be disclosed in response to a request of information.

HTC must make our decision on disclosure in line with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under either.

7.5 HTC 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).

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 where it is in the public interest to disclose this and there is no legal duty to withhold it.

# **3 Conditions of Contract**

**Note to supplier - All pages, as issued must be returned within your Tender submission. Please do not remove any pages from this tender document as all pages, method statements, supporting documents and appendices will form the final contract.**

The contract for these works will be the NEC4 or JCT small works contract.

**COMPLIANCE**

The Contractor shall (and shall procure that the Contractor’s Personnel shall) perform its obligations under

this agreement (including those in relation to the works) in accordance with:

**(a)** all applicable Law regarding health and safety; and

**(b)**  the Health and Safety Policy whilst on HTC Premises.

Without limiting the general obligation, the Contractor shall (and shall procure that the Contractor’s Personnel shall):

**(a)**  perform its obligations under this agreement in accordance with:

**(ii)**  HTC equality and diversity policy (which can be found on HTC website

**(b)**  take all necessary steps, and inform HTC of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

**(c)**  at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Contractor shall also undertake, or refrain from undertaking, such acts as HTC requests to enable HTC to comply with its obligations under the Human Rights Act 1998.

**OTHER PERSONNEL USED TO PROVIDE THE SERVICES**

At all times, the Contractor shall ensure that:

**(a)**  each of the Contractor’s Personnel is suitably qualified, adequately trained, and capable of providing the applicable services in respect of which they are engaged.

**(b)**  there is an adequate number of Contractor’s Personnel to provide the services properly.

**(c)**  only those people who are authorised by the Contractor (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and

**(d)**  all the Contractor’s Personnel comply with all HTC policies.

The Contractor shall replace any of the Contractor’s Personnel who HTC decides to have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor’s Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

The Contractor shall maintain up-to-date personnel records on the Contractor’s Personnel engaged in the provision of the Services and shall provide information to HTC as HTC reasonably requests on the Contractor’s Personnel. The Contractor shall always ensure that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

**MONITORING**

HTC will monitor the performance of the contractor and its sub-contractors throughout the works.

The Contractor shall co-operate, and shall procure that its Sub-Contractors co-operate, with HTC in carrying out the monitoring at no additional charge to HTC.

**CORPORATE POLICES**

The Contractor shall comply with all HTC policies and rules, such as, but not limited to:

 (a) equality and diversity policies.

 (b) sustainability.

(c) information security rules.

(d) Safeguarding policies.

(e) whistleblowing and confidential reporting policies; and all site rules relevant to the fulfilment of the Contractor’s obligations

NB: Contractors are responsible for ensuring they always refer to the most up to date HTC policies, which can be found on our website.

**SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

The parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided for the purposes of the Safeguarding Vulnerable Groups Act 2006.

The Contractor shall:

**(a)** ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and

**(b)** monitor the level and validity of the checks for each member of staff every three years as a minimum

**(c)**  not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

**(d)** provide a list of staff names, DBS registration numbers and date of certification to HTC. This must be updated with any change in staffing or new certification.

The Contractor warrants that always for the purposes it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

The Contractor shall immediately notify HTC of any information that it requests to enable it to be satisfied that the obligations of this requirement have been met.

The Contractor shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users OR children OR vulnerable adults.

**Adjudication**

The Adjudicator will be Chartered institute of Arbitrators (CIArb)

# **4 SPECIFICATIONS**

**1.0 General provisions**

The Contractor shall provide prior to the commencement of the contract a full set of all Risk Assessments, Method Statements. A signed copy of the RAMS (Risk Assessments and Method Statements) by all operatives working on the contract and must be made available to HTC prior to commencement of the contract.

* 1. **Working Hours**

The Contractor is required to provide this service during normal working hours, opening times will be provided.

* 1. **Contractor's Reports**

The Contractor shall forward copies of their reports to the Project Manager if required upon completion of works

* 1. **Progress Meetings**

The Contractor shall attend progress meetings with the Project Manager at HTC request.

* 1. **Nominated Person**

The Contractor shall nominate the person responsible for this contract who should also be available as the single point of contact. They shall report personally to the Project manager or his representative at the Progress Meetings.

**2.0**  ***Specifications***

**See document HTC001a for diagram**

* Excavate to 150mm depth m3 35
* Import and compact 150mm type 1 sub-base compacted in 50mm layers + membrane
* Drill and fix (epoxy) 12mm steel dowels into existing slabs @300mm centres Dowels 60
* Fix Shuttering + stakes @300mm centres Lm 20
* A252 mesh tied @ 200mm lapping + spacer blocks m2
* Lay, shape and finish P450 concrete (approx 150/200mm w/400mm curtain to prevent erosion) m3 6
* Import and spread topsoil + seeding and raking Tonne 40
* Clear slot drains + replace damaged sections PC sum 1
* 2-part Epoxy crack repairs to existing surface + underbite repair (materials inc in 2.6) m2 1

in addition to the services outlined in the specification, the Contractor shall comply with HTC policies and codes of practice.

# **5 BUSINESS QUESTIONNAIRE**

**IMPORTANT PLEASE READ FIRST:**

**Bidders must answer these questions in complete honesty.**

**HTC may decide to question further into these areas.**

**Should HTC discover any discrepancies or that the bidder has been dishonest with its answers, this will result in the bidder being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.**

**Award criteria and disqualification**

**All questions in this schedule are mandatory and will be deemed pass/fail.**

**If a failure is achieved for any of the business questionnaire questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore, HTC will disregard the bid and subsequent schedules of the tendered response will not be evaluated.**

**1.**  **FINANCIAL INFORMATION**

* 1. Please confirm whether your turnover is at least the minimum of twice the estimated value of this contract. **Yes/No**

***Bidders who answer 'No' will fail the Business Questionnaire***.

**2.**  **INSURANCE**

HTC has reviewed its current policy regarding insurance covers and requires all Contractors to provide the following: -

Public Liability Insurance cover must be a minimum of £10 million

 Employers Liability Insurance cover (except for sole-traders) of £5 million

 Professional Indemnity Insurance cover of £2 million

2.1 Please confirm that your organisation has the required level of cover or is prepared to obtain the level of cover prior to award?

Yes, have levels of cover already and will continue to for this contract [ ]

No, but will provide HTC level of cover if awarded the contract [ ]

Or

 No, have not got cover and will not provide HTC required level of cover [ ]

***Bidders who cannot provide this level of cover will fail the Business Questionnaire.***

**3. ENVIRONMENT**

3.1 Do you have an environmental policy? If so, please provide a copy of your environmental policy – ***label as 3.1***

**Yes/No/Not Applicable**

Bidders who answer, 'Yes' and provide a copy of the policy will Pass, Bidders who answer ‘No’ and have 5 or more employees will fail the business Questionnaire. If you are a sole trader or a business with less than 4 staff, please select 'N/A' which will qualify as a Pass.

***Bidders who answer ‘Yes’ to having an Environmental Policy will only receive a Pass if a copy of the policy is provided.***

**4.**  **PROFESSIONAL & BUSINESS STANDING**

4.1 Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons? **Yes/No**

1. ***Bidders who answer 'Yes' are required to provide details - a pass will only be awarded if your organisation can demonstrate financial stability. Please label response as 4.1, no more than 400 words.***

Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud? **Yes/No**

**Bidders who answer 'Yes' will fail the Business Questionnaire**

4.3 Does your organisation hold all relevant licences and memberships for this contract required by law?

**Yes/No**

 ***Bidders who answer ‘No’' will fail the Business Questionnaire***

**5.**  **DISPUTES**

5.1 Has your organisation had any judgement made against it in relation to similar contracts in the last three years?

**Yes/No**

***Bidders who answer ‘Yes’ please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.1, no more than 400 words per contract description.***

5.2 Has your organisation been involved in any tribunal hearing in relation to any similar service in the last three years, which has resulted in a judgement being made against it?

**Yes/No**

***Bidders who answer ‘Yes’ please provide a brief description of the judgement and provide details of any procedures that have been implemented with the aim to prevent this from occurring again – a pass will only be awarded if suitable procedures have been implemented - label response as 5.2, no more than 400 words per contract description.***

# **6 - LEGAL OBLIGATIONS**

**IMPORTANT PLEASE READ FIRST:**

**Bidders must answer these questions in complete honesty.**

HTC may decide to question further into these areas.

Should HTC discover any discrepancies or that the bidder has been dishonest with its answers, this will result in the bidder being rejected from the tender process or if awarded a contract having its contract terminated with immediate effect.

**Award criteria and disqualification**

All questions in this schedule are mandatory and will be deemed pass/fail.

If a failure is achieved for any of the Legal Obligations questions the bid will be excluded from progressing to the further stages of the tendering process. Therefore, HTC will disregard the bid and subsequent schedules of the tendered response will not be evaluated.

**1. LEGAL OBLIGATIONS**

1.1 Is it your organisation's policy as an employer to comply with its statutory obligations with regards to groups with Protected Characteristics under the Equalities Act 2010? **Yes/No**

 ***Bidders who answer 'No' will fail the Legal Obligations schedule.***

* 1. Organisations that employ 5 or more staff are legally required to have a written Equalities Statement. Please confirm if you have a statement and that it is communicated within your organisation, or less than 5 staff.

 Yes, I have a Statement [ ]

 Organisation has less than 5 staff [ ]

 No Statement & 5 or more staff [ ]

***Please note that answering 'No statement & 5 or more staff’ will***

***result in bidders automatically failing the Legal Obligations schedule.***

* 1. Does your organisation comply with the Health and Safety at Work Act 1974? **Yes/No**

***Bidders who answer 'No' will fail the Legal Obligations schedule.***

1.4 Contractors that employ 5 or more staff are legally required to have a written Health and Safety Policy & Risk Assessments. Please confirm if you have a policy & Assessments, or less than 5 staff

 Yes, I have a Policy & Risk Assessments [ ]

 Organisation has less than 5 staff [ ]

 No statement & Risk Assessments and 5 or more staff [ ]

 ***Please note answering 'No policy & Risk Assessments and 5 or more staff' will result in bidders automatically failing the Legal Obligations schedule.***

1.5 Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of slavery, servitude, forced or compulsory labour, child labour or an offence in human trafficking and other forms of trafficking in human beings within the last five years                   **Yes/No**

 ***Bidders who answer ‘Yes’ to question 1.5 will automatically fail the Legal Obligations schedule.***

1.6 In accordance with the Modern Slavery Act 2015 all organisations carrying out business within the UK, with a total annual turnover of £36m or more are required to produce a slavery and human trafficking statement for each fiscal year.

 Please confirm if your organisation has an annual turnover of £36m or more          **Yes/No**

 If you answered yes to the above question, please confirm that you are compliant with the annual reporting requirements contained within Section 54 of the Act 2015? **Yes/No**

 ***Bidders who answer ‘No’ to question 1.6 and who have an annual turnover of over £36m or more will automatically fail the Legal Obligations schedule. Bidders who answer yes to question 1.6 will be asked to provide evidence of the annual report upon award of contract.***

**1.7** Do you have a Safeguarding policy?

Yes, have safeguarding policy [ ]

No but will comply with HTC safeguarding policies pending development of your own safeguarding policy and procedures prior to award [ ]

No have not got a safeguarding policy and will not comply with HTC policy [ ]

***Bidders who answer ‘Yes’ to having a Safeguarding Policy will only receive a Pass if a copy of the policy is provided – label as 1.7***

***Bidders who answer ‘No but will comply with HTC safeguarding policies prior to award’ please provide a method statement that details your proposed methodology to ensure compliance with, and the promotion of the principles contained in HTC Safeguarding Policies and Procedures as well as the development of your own safeguarding policy– label as 1.7***

***Bidders who answer ‘No’ have not got a policy and as such will not comply with HTC policy, will fail the Legal obligations schedule.***

# **7 Price List**

Prices are to be completed within the Price List section of the Contract Data. Prices are to be submitted in Pounds Sterling and exclusive of VAT (Value Added Tax). It should be assumed that all the requirements under the specification should be included in the costing proposal.

**Costs**

The Contractor shall complete the price list detailing the cost for Skatepark Extension per the attached specifications.

No additional costs will be considered by HTC unless these are clearly stated in the Price List.

Please confirm you agree to a fixed price contract.

**Yes/** [ ] **No** [ ]

# **8 Supporting Information**

*Note – You may adjust the size of the following text boxes to suit your response.*

##### SECTION A - Company Details

A-1 Company Name &

 Registered office

A-2 Registration Number

A-3 No. of Employees

A-4 If the Company is a member of a group of companies, give the name and address of the ultimate holding Company.

A-5 Please provide an up-to-date Dun and Bradstreet or an equivalent comprehensive credit check report for your organisation

**SECTION B - References**

Please provide details of two contracts that your organisation has held that are **relevant** to HTC requirements as stated in the specification.

Please include: -

* Customer organisation
* Customer contact name
* Customer e-mail address and phone number
* The date of contract award and finish
* Contract Value
* The names of any sub-Contractors/consortium members utilised.
* Brief Contract description (no more than 100 words per contract description)

Please label your response as B1 & B2

**SECTION C - Experience of the Company**

C-1 Please provide details of your company’s previous experience in delivering the type of services required under this contract. ***Response to be no more than 2 sides of A4 font size Arial 12, please label your response as C-1*.**

**SECTION D - Proposed Working Methods**

D-1 Please provide answers to the following Method Statements which are designed to assess your planned approach to delivering the contract.***Response to be no more than 1 side of A4 per method statement in font size Arial 12, please label your response as D-1.***

Method Statement 1 – Potential Contractors are required to detail the arrangements they will have in place to provide adequate staff cover for the requirements of the contract.

Method Statement 2 – HTC is required to achieve economic efficiencies; please suggest how you would work with HTC to reduce the cost of the works required under this contract.

Method Statement 3 – What do you consider to be the three main challenges in delivering the required contract and how would you work with HTC to overcome them.

**SECTION E - Environmental Responsibility**

E-1 - Please indicate the measures you employ to minimise your organisations carbon footprint and environmental impact and enhance environmental and social benefits and how these practices will be applied to the delivery of these works. Please indicate the actions in reference to the following areas as appropriate to your submission. ***Response to be no more than 2 sides of A4 font size Arial 12, please label your response as E-1***

* Community Engagement
* Energy & Water Management
* Local Purchasing
* Transport & Air Quality
* Waste & Recycling
* Design & Manufacturing
* Biodiversity & Open Spaces
* Stakeholder management

**SECTION F - Safeguarding**

F-1 Please provide details of how your organisation meets with its safeguarding responsibilities, please ensure that the following areas are covered within your response: -

* How your organisation complies with relevant safeguarding legislation
* Staff awareness of responsibilities to report concerns through supervision/training/induction materials.
* Your organisation procedural checks (enhanced DBS checks) for staff who are engaged in works where there are safeguarding considerations
* Your organisation’s identified individual to whom safeguarding concerns may reported.
* Your organisations complaints and disciplinary procedures to manage concerns about staff behaviour.

***Response to be no more than 2 sides of A4, font size Arial 12, please label your response as F-1***

**9 Payment Details**

Payment is by BACS (Bankers Automated Clearing Systems).

It is the policy of HTC to make payments to all Contractors direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sort Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IMPORTANT** - All invoices for Hailsham Town Councils should be addressed to:

 Finance Department

 Hailsham Town Council

 Inglenook

 Market Street

 Hailsham

 East Sussex

 BN27 2AE

# **10 Declaration**

|  |
| --- |
| I declare that to the best of my knowledge the answers submitted in the business questionnaire and in the legal obligation’s schedules (and any supporting modules) are correct. I understand that the information will be used in the evaluation process to assess my organisation’s suitability to tender for HTC requirements. Should HTC discover any discrepancies or that I have been dishonest with the answers this will result in the organisation to which I have completed this quotation for, being rejected from the tender process or if awarded a contract will have the contract terminated with immediate effect and no cost incurred to HTC. **Signature is mandatory, failure to do so will result in your bid being deemed non-compliant which will result in your bid being disqualified from this tendering process.** |
|  | Name:  |
|  | Position (Job Title):  |
|  | Date: |
|  | Telephone number: |
|  | Signature: |

#  **11 Certificate of Non-collusion and non-canvassing**

# **Certificate of non-collusion and non-canvassing**

**To:** Hailsham Town Council

**Date:** For the attention of: Tony Lee

**Note to Organisation:** As a public body it is important that HTC receives genuine competitive offers from Tenderers, and that all Tenderers act in a manner that is honest and reflects best practices. Tenderers are therefore required to sign this document to certify that they have not and will not undertake any acts of canvassing or collusion.

Statement of non-canvassing

I/We certify the following.

I/we hereby certify that I/we have not canvassed any member, councillor, employee, or adviser of HTC in connection with this Tender and the proposed award of the Contract by HTC and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, councillor, employee, or adviser of HTC in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my behalf, or advising me/us, will do any such act. I/we agree that HTC may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Certificate.

**Statement of non-collusion**

The essence of the public procurement process for selective tendering for the Contract is that HTC shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any person (except any sub-Contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:

1. enter into any agreement or agreements with any other person that they shall refrain from tendering to HTC or as to the amount of any offer submitted by them; or
2. inform any person, other than HTC of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
4. commit any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
5. offer or agree to pay or give or 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 any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.

In this Certificate, the word ’person’ includes any person, body, or association, corporate or incorporate and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that HTC may, in its consideration of the offer, and in any subsequent actions, rely upon the statements made in this certificate.

Signed

Name

Position

For and on behalf of [Insert the name of your company here]

**12 Form of Tender**

**Form of Tender for HTC001/2024**

**To:** Hailsham Town Council

**For the attention of:** Tony Lee

**Date:**

Dear Sir or Madam

**Tender for theContract**

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms of the Contract.

Attached to this Form of Tender are the following:

 My/our response to the information requested in Schedule 8 ofthe ITT.

1. The completed Contract Data and Price List.
2. A signed Declaration
3. A signed Certificate of Non-Collusion and Non-Canvassing.
4. The Terms and Conditions
5. Appendices A-E as per page 6 of the ITT.

[I/We confirm that I/we can supply the Contract as specified in the Invitation to Tender at a total cost of **[insert figure net of VAT]**

I/We confirm that we accept the Contract as issued with the Invitation to Tender

I/We agree in the event of acceptance of our Tender to execute the Contract within 17 business days of acceptance (or otherwise as agreed with HTC), and in the interim, provide the Contract in accordance with the Contractifnecessary.

I/We understand that HTC reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that:

* the information supplied to you and forming part of this Tender; and
* (To avoid doubt) any information that I/we supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for **90** days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as needed.

I/We confirm that the I/we are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by

Name(s)

Position

For and on behalf of[Insert the name of your company here]

**13 Contract Conditions Acceptance**

**Contract conditions**

**To Hailsham Town Council**

I/we the undersigned DO HEREBY UNDERTAKE to provide the Service upon and subject to the terms and conditions set out in such Conditions of Contract, Contract Data, Specification, and the pricing and rates contained in the Price List and other documents as are held or incorporated herein

Signature

...............................................................

*Duly authorised agent of the Contractor*

(Electronic/typed signatures are acceptable)

Position held.

 ...............................................................

Name and Address of Contractor

...............................................................

...............................................................

...............................................................

 ...............................................................

Dated

 ...............................................................

It must be clearly shown whether the Contractor is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and if the person signing is not the actual tenderer, the capacity in which he signs or is employed.

**14 Contractor’s Contact Information**

Name of person to whom any

queries relating to this Tender.

should be addressed.

Telephone/Mobile

Email

Address

(Only if different from the

Registered Office address stated.

in Schedule 8)

**15 Appendix**