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## 1 Introduction

This Invitation to Tender Document has been prepared by Academy Consulting on behalf of the employer, Sevenoaks Town Council to procure and appoint a Contractor to deliver a new two storey clubhouse, terrace, and associated infrastructure and landscaping works.

## 2 General Information

### Employer's Team

Employer	Linda Larter Sevenoaks Town Council Council Offices Bradbourne Vale Road Sevenoaks Kent TN13 3QG <a href="mailto:townclerk@sevenoakstown.gov.uk">townclerk@sevenoakstown.gov.uk</a> 01732 459953
Project Managed	Paul Landsdale Sevenoaks Town Football Club Greatness Park Mill Lane Sevenoaks Kent TN14 5BX <a href="mailto:paul@sevenoakstownfc.co.uk">paul@sevenoakstownfc.co.uk</a> 07876 444274  And  Linda Larter Sevenoaks Town Council Council Offices Bradbourne Vale Road Sevenoaks Kent TN13 3QG <a href="mailto:townclerk@sevenoakstown.gov.uk">townclerk@sevenoakstown.gov.uk</a> 01732 459953
Employer's Agent	Ben Herridge Academy Consulting Second Floor 71 London Road Sevenoaks Kent TN13 1AX <a href="mailto:benherridge@academy.eu.com">benherridge@academy.eu.com</a> 020 7287 7282 / 01732 926 300

**Design Team**

Architect	<p>Rob Ranson Offset Architects Nepicar House London Road Wrotham Heath Sevenoaks Kent TN15 7RS <a href="mailto:Rob.Ranson@offsetarchitects.co.uk">Rob.Ranson@offsetarchitects.co.uk</a> 01732 753 333 / 07977 132875</p>
Structural Engineer	<p>Neil Casey CTP Consulting Engineers Suffolk House 154 High Street Sevenoaks Kent TN13 1XE <a href="mailto:neil.casey@ctp-llp.com">neil.casey@ctp-llp.com</a> 01732 740 195 / 07501 684121</p>
Civil Engineer	<p>Luke Bacon CTP Consulting Engineers Suffolk House 154 High Street Sevenoaks Kent TN13 1XE <a href="mailto:david.omonitan@ctp-llp.com">david.omonitan@ctp-llp.com</a> 01732 740 195</p>
Principal Designer	<p>Rob Ranson Offset Architects Nepicar House London Road Wrotham Heath Sevenoaks Kent TN15 7RS <a href="mailto:Rob.Ranson@offsetarchitects.co.uk">Rob.Ranson@offsetarchitects.co.uk</a> 01732 753 333 / 07977 132875</p>
M&E Consultant	<p>David Evans Hawden MEP Ltd First Floor Office Brogdale Enterprise Suite Brogdale Farm Brogdale Road Faversham ME13 8XZ <a href="mailto:davide@hawden-mep.eu.com">davide@hawden-mep.eu.com</a> 01795 538527 / 07976 971633</p>

Quantity Surveyor	Mabel Cheung Academy Consulting Second Floor 71 London Road Sevenoaks Kent TN13 1AX <a href="mailto:mabelcheung@academy.eu.com">mabelcheung@academy.eu.com</a> 020 7287 7282 / 07706 575137
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### 3 Tender Documents

The Tender Documents comprise of :

#### **Part A – Instruction to Tenderers**

#### **Part B – Employer’s Requirements**

- Section 1 – Tender Drawings and Specification
- Section 2 – Supplementary information
  - Appendix A – Preliminaries and General Conditions
  - Appendix B – Draft JCT Design and Build Contract
  - Appendix C – Pre-Construction Information
  - Appendix D – Planning Information
  - Appendix E – Employer Policies and Rules

#### **Part C – Pricing Document**

#### **Part D – Form of Tender**

#### **Part E – Non-Collusion Statement**

If any page or drawing is missing or duplicated or if any words or figures are indistinct or ambiguous, the Tenderer is requested to notify Academy Consulting immediately.

No unauthorised alteration, addition or note entered in the tender documents shall modify the printed text.

The Tenderer is to acknowledge to the Quantity Surveyor, by email or letter by return, the safe receipt of the Tender Documents and confirm that he is able to submit a wholly bona fide tender in accordance with the stated conditions of these Tender Documents.

#### **4 Tendering Procedure**

The Tendering Procedure will be in accordance with the Public Contract Regulations 2015 Procedures and are set out in A30 – Tendering/ Subletting/ Supply section of the Preliminaries and General Conditions included in Part B Employer's Requirements Section 2 Supplementary Information Appendix A of these Tender Documents.

No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.

The Tenderer is to keep their tender open for consideration (unless previously withdrawn) for not less than 90 days from the tender return date.

Where an error or discrepancy between the tenderers completed Priced Document and their stated Form of Tender Sum is found, 'Alternative 2' of the Alternative Provisions will be applied by the employer's Quantity Surveyor and the tenderer will be notified.

On or before the date for return of the tenders the Tenderer shall submit an electronic copy of their tender via Government Contracts Finder.

The Tenderer shall submit on or before the date for return of the tenders the following documentation listed on the next page to provide a fully compliant tender:

1. Completed Pricing Document (Part C) – Refer to the Pricing Document Summary Page for returning a compliant Pricing Document.
2. Completed Form of Tender (Part D).
3. Completed Non-Collusion Statement (Part E).
4. A copy of CV's showing the resource proposed to undertake the work.
5. Health and Safety processes and procedures during the construction works.
6. Proposed Programme and Construction Methodology for the construction works.
7. Three case examples of works of a similar nature.
8. References from previous clients on projects of a similar nature.

Tenders will not be considered unless requirements of the Tender Document are completed in full and returned within the specified time.

The Tenderer is to submit an electronic copy of the tender submission via Government Contracts Finder at noon on 12<sup>th</sup> July 2024.

#### **5 Tender and Expenses**

Tenders will be assessed on the basis of best value, taking into account price, programme, management and quality.

Sevenoaks Town Council does not undertake to accept the lowest or any tender or to pay any expenses incurred by the Tenderer in the preparation of his tender.

## 6 Project Scope

The scope of the project is as defined within Part B – Employer’s Requirements of the Tender Documents.

## 7 Contract Selection

The contract will be let under an unamended JCT Design and Build Contract 2016 Edition as included in Part B Employer’s Requirements Section 2 Supplementary Information Appendix B Form of Contract of the Tender Documents.

## 8 Programme/Milestone Dates

The following are the key dates as currently anticipated.

Description	Date
Tender Issue	31 <sup>st</sup> May 2024
Site Visit	To be arranged between 10 <sup>th</sup> June 2024 and 14 <sup>th</sup> June 2024
Tender Return	12 <sup>th</sup> July 2024
Tender Evaluation Period	12 <sup>th</sup> July 2024 – 9 <sup>th</sup> August 2024
Post Tender Interviews	To be confirmed
Award decision	Pending funding approval date

## 9 Tender Evaluation Criteria

The assessment criteria for the appointment of the Principal Contractor will comprise both a commercial and technical criterion. The basis for the evaluation will be information returned in accordance with the Tender Deliverables (see Section 4 in this document).

The following factors will be considered as part of the tender evaluation process:

<b>Evaluation Criteria</b>	<b>Weighting</b>
Commercial Score (Based on tender sum)	30%
Technical Score (Based on quality criteria)	70%

## 10 Commercial Scoring

The lowest, fully complaint tender will be awarded full marks (i.e., 30/100 of the combined commercial and technical marks available). Other tenders will be awarded a score based upon a proportion of the lowest tender.

The lowest tender return (X) will receive 100% of the marks (i.e., 100% of 30). The remaining tender returns (Y) will be scored as a percentage against the lowest tender return (X/Y), which will be applied to the 60 marks available as identified below:

<b>Contractor</b>	<b>Tender Price</b>	<b>Commercial Score</b>
<b>Contractor A</b>	£100,000	30
<b>Contractor B</b>	£110,000	27.27

## 11 Technical Scoring

The score for quality will be assessed upon the deliverables contained within the tender response.

<b>Quality Criteria</b>	<b>Weighting</b>
Please provide details of two (2) projects you have delivered over the past five years that of a similar nature (sports / recreational projects) including client, value, form of contract, location and programme dates.	30
Please provide a method statement including logistics and site set-up proposals for the project.	20
Please provide a detailed proposed programme for the project.	20
Please provide proposed health and safety processes and procedures during the construction works.	15

Please provide a method statement of proposed approach to specific environmental sustainability goals set for this project i.e. to reduce the typical energy and water consumption for this project, reduce typical waste and report on carbon emissions, etc.	15
Please provide the annual turnover record of your company of minimum £5,000,000 per year over the past three years.	Pass / Fail
Please provide the risk indemnity insurance for the project.	Pass / Fail

## 12 The Tender Assessment

This document is to be read in conjunction with the Technical Specifications, Drawings, Contract Terms and Conditions, Form of Tender and all other supporting information issued and/or referred to within the Tender Document.

The ITT prepared on behalf of Sevenoaks Town Council is based on the terms set out below for the exclusive use of the persons to whom it is addressed (each 'Tenderer') and solely in connection with the aforementioned project.

The ITT does not constitute an offer by Sevenoaks Town Council to enter into a contract. Sevenoaks Town Council does not accept any liability for costs incurred in the Tenderer's response to this ITT or for any works undertaken in anticipation of the contract award. Sevenoaks Town Council is not bound to accept the lowest or any tender.

The Tenderers shall treat the details of the Tender Documents as private and confidential and shall not divulge any of the information contained therein to any third party or enable any third party to peruse or reproduce the said information for any other than the purposes of the Tender. In the event of the tender not being submitted or accepted, all documents and drawings shall be returned to the Employer's Agent.

Neither Sevenoaks Town Council nor any of its representatives, directors, officers, employees, agents, or advisors owes any duty of care to any Tenderer, either in relation to this ITT or any other information provided at any time, other than as may arise out of a written agreement between the relevant parties at some future date. Tenderers must undertake such investigations as they see fit before entering into any contract.

Sevenoaks Town Council reserves the right to amend or replace this ITT at any time and undertakes no obligation to provide any Tenderer with access or any additional information. The provision of further information will not create an obligation to update or correct this ITT or to provide any further information.

## 13 Price

The Tenderer shall provide a firm lump sum price for the whole of the works on the form of tender provided, in accordance with the Tender Drawings and Specification and Pricing Document provided. A failure to submit a fully

completed Pricing Document in the form herein may lead to the tender being considered void due to failure to comply with the instructions.

All works identified within the Tender Drawings and Specification will be deemed included unless specifically listed as being excluded.

#### **14 Site Visit**

Site visits are to be confirmed and will be undertaken between the dates of 10<sup>th</sup> June 2024 and 14<sup>th</sup> June 2024 and by direct appointment with Mabel Cheung of Academy Consulting limited to one visit per Tenderer.

#### **15 Communication Protocols**

All tender queries should be submitted via:

Government Contracts Finder Portal

The final date for tender queries, will be 8<sup>th</sup> July 2024. Please allow a minimum of 48 hours for issue of a response to any queries raised.

The Employer's Agent decision shall be final and binding on all Tenderers in this respect. The Tenderer hereby agrees that no liability will accrue to Sevenoaks Town Council or any parties acting on their behalf should confidential information be inadvertently circulated.

Where a request for further information has been received or where the Employer's Agent identifies further information which it believes may be relevant to Tenderers, then, subject to the preceding paragraph, such information will be notified to all Tenderers, made available to them, and shall become part of the ITT.

#### **16 Period of Validity**

The Tenderer is to keep their tender open for consideration (unless previously withdrawn) for not less than 90 days from the tender return date.

#### **17 Undertaking by Tenderers**

Each Tenderer undertakes that:

They have checked the completeness of the tender document. If any aspect is missing or duplicated or if any text or figures are indistinct, they notify Mabel Cheung at Academy Consulting. No subsequent claim for loss in consequence of the Tenderer's failure to comply with this clause will be admitted.

All information contained within the Tender is true, accurate and not misleading, and all opinions stated in any part of the Tender are honestly held and there are reasonable grounds for holding such an opinion.

It will immediately bring to the attention of the Employer's Agent any foreseeable matter of which it becomes aware that renders such information untrue, inaccurate, or misleading.

No oral acceptance by any member, officer or employee of Sevenoaks Town Council of any offer or outline submissions with an offer shall be valid or binding on Sevenoaks Town Council; and

Neither the Tender Form nor the Tender requirements set out in this ITT may be amended by the Tenderer.

**18 Conflicting Information**

Any items of information, which are conflicting or ambiguous, shall be brought to the attention of the Employer's Agent prior to the submission of tender. No claims for the additional expense arising from any such ambiguity will be allowed unless notification is received before tender is submitted.