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**Invitation to Tender (ITT)**

**for a Contractor**

**for the Construction of a Car Park Extension**

**at Harbury Queen Elizabeth II Playing Fields**

**Constance Drive Harbury CV33 9JA**

**Harbury Parish Council**

Project: 6541

Date: 27th November 2023

Prepared by:

On behalf of: Allen Construction Consultancy Limited

Harbury Parish Council Highlands House

Unit 2 Bull Ring Business Centre Highlands Road

Harbury Shirley

Warwickshire Solihull

CV33 9HL B90 4ND

T: 0121 765 2900

E: [paul.quinney@allen.uk.com](mailto:paul.quinney@allen.uk.com)

**Invitation to Tender**

**Contractor for the Construction of a Car Park Extension**

**at Harbury Queen Elizabeth II Playing Fields**

**Harbury Parish Council**

**INTRODUCTION**

This is a community-led project, intended to strengthen the social fabric of Harbury and foster a sense of local pride and belonging by responding to the climate change emergency through investment in a community led infrastructure project.

The project aims to support the transition to electric vehicle (EV) use by establishing an EV charging hub in the village of Harbury. This includes the appointment of an experienced contractor to construct an improved, extended and safer village car park.

Harbury Parish Council is working closely with local charity Harbury E-Wheels on this project and has invested in the project by funding the development of the car park extension which is essential to the overall project.

The project has obtained planning permission from Stratford-on-Avon District Council through application reference number 21/04053/FUL which was approved on the 31st of May 2022. The decision document is provided in Appendix 3 – Specifications and Supporting Documentation.

This project is part-funded by the UK government through the UK Shared Prosperity Fund.

# PART A – INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Definitions

* 1. In this ITT and all associated documents, unless the context otherwise requires,
     1. the singular includes the plural and vice versa; and
     2. the words ‘including’, ‘other’, ‘in particular’, ‘for example’ ‘eg’ and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words ‘without limitation’;
  2. capitalised terms shall have the meanings set out below:

|  |  |
| --- | --- |
| Business Day | 1. Monday to Friday (other than bank or public holidays in England); |
| Contract | 1. a contract entered into between the Contracting Authority and the Successful Tenderer for the Works which are identified as part of this ITT; |
| Contract Award | 1. the date on which the Contracting Authority confirms its intention to enter into the Contract with the Successful Tenderer; |
| Contract Procedure Rules | the Contract Procedure Rules published in the Contracting Authority’s Standing Orders 2018 as Revised in 2020 (Attached at Appendix 4); |
| Contracting Authority | 1. Harbury Parish Council; |
| Evaluation Criteria | 1. the evaluation criteria will be based on price only using the relative price-scoring methodology set out in Part A paragraph 7 ‘Evaluation’ of the ITT; |
| Form of Tender | 1. the form to be signed and returned with the Tender by each Tenderer as set out in Part B of the ITT; |
| ITT | 1. this invitation to tender and all associated documents that the Contracting Authority has issued to the Tenderers; |
| ITT Period | 1. the period between the issue of the ITT to Tenderers and the Tender Return Date as identified in paragraph 11 ‘Timetable’ is 3 weeks; |
| Non-Collusion Certificate | 1. the form referenced and incorporated into the Form of Tender; |
| PCR 2015 | 1. the Public Contracts Regulations 2015 (PCR 2015); |
| Portal | 1. the tender portal used by the Contracting Authority for the Procurement Exercise; |
| Pricing Schedule | 1. the pricing model set out in Part E of this ITT which is to be completed by the Tenderer and evaluated in accordance with the Evaluation Criteria; |
| Procurement Documents | 1. this ITT together with any additional documents associated with this Procurement Exercise and issued by the Contracting Authority to Tenderers; |
| Procurement Exercise | 1. the procurement exercise being run by the Contracting Authority in accordance with the Contract Procedure Rules; |
| Specification | 1. the specification set out within Appendix 3 of this ITT; |
| Successful Tenderer | 1. the Tenderer whose Tender is selected as the lowest priced bid following the evaluation stage of the Procurement Exercise; |
| Tender | 1. the response submitted to this ITT by a Tenderer; |
| Tenderer | 1. an organisation (or organisations collectively) invited to submit a Tender for the award of the Contract; |
| Tender Return Date | 1. the date and time set out in the Timetable, as may be varied and notified to Tenderers; |
| Timetable | 1. the Timetable set out in this ITT; |
| **Works** | 1. the Works as applicable and as fully described in the Specification. |

Background

* 1. This is a competitive procurement conducted in accordance with the Contracting Authority’s Contract Procedure Rules.
  2. The Contracting Authority is issuing the ITT to Tenderers to commence the Procurement Exercise for the purpose of requesting Tenderers to submit a fixed price tender which meets the Contracting Authority’s requirements for the Contract.
  3. Before completing their Tender, Tenderers must read all Procurement Documents issued by the Contracting Authority which set out their requirements for the Procurement Exercise including;

00 - HPC Letter to Tenderers - Invitation to Tender

Part A - Invitation to Tender and Instructions to Tenderers (this document)

Part B – Form of Tender and Statement of Interest (this document)

Part C – The Contract (JCT 2016 Minor Works)

Part D – Contract Amendments

Part E – Pricing Schedule

Part F – Pre-Construction Information

Appendix 1 – Existing Survey Information (Topographical, Utilities & Geotechnical)

Appendix 2 – Architectural Drawings – ACC Limited

Appendix 3 – Specifications and Supporting Documentation

Appendix 4 – Harbury Parish Council Standing Orders 2018 (Revised 2020).

General

* 1. The ITT is designed to ensure equal treatment of all Tenderers and is being provided to all Tenderers.

The Contracting Authority requires that all actual or potential conflicts of interest are resolved to the satisfaction of the Contracting Authority prior to the submission of Tenders. To this end, Tenderers should inform the Contracting Authority of any actual or potential conflicts of interest by emailing the Authority at [clerk@harbury-pc.gov.uk](mailto:clerk@harbury-pc.gov.uk)

In the event that any actual or potential conflict of interest comes to a Tenderer’s attention following the submission of its Tender, the Tenderer should notify the Contracting Authority immediately. Examples of circumstances in which potential conflicts could arise include (but are not limited to) where:

* + 1. any partner or sub-contractor or any person employed or engaged by or otherwise connected with that organisation has carried or is carrying out any work for Harbury Parish Council in the last six months; or
    2. a partner or sub-contractor is providing Works or Services for more than one Tenderer in respect of this project or procurement process.
  1. Tenderers must comply with the rules for this Procurement Exercise as set out in the ITT and must submit an accurate and truthful pricing schedule.
  2. A Tenderer’s participation in this Procurement Exercise constitutes acceptance of the terms and conditions of this Procurement Exercise and the ITT (including, without limitation, the Contract) and the Tenderer agrees to be bound by such without further negotiation or amendment.
  3. Where any element of this ITT refers to relevant UK legislation, non-UK Tenderers should answer on the basis of applicable laws in the Tenderer’s own jurisdiction.
  4. All financial information must be provided in pounds sterling (£) and should be converted using the Bank of England foreign exchange reference rates at the date the Tender is submitted.
  5. The Tender must be completed in English.
  6. The Contracting Authority shall not be committed to any course of action as a result of:
     1. Issuing the ITT;
     2. communicating with a Tenderer, a Tenderer’s representative or agent in respect of this Procurement Exercise; or
     3. any other communication between the Contracting Authority (whether directly or through its agents or representatives) and any other party.
  7. Nothing in this ITT constitutes a contract between the Contracting Authority and any Tenderer and the Contracting Authority may in its absolute discretion:
     1. amend any of the Procurement Documents, including the Contract;
     2. cancel or withdraw from the Procurement Exercise at any stage;
     3. not award the Contract;
     4. not enter into the Contract;
     5. require a Tenderer and/or its consortium members to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful);
     6. disqualify any Tenderer who fails to comply with any requirement of this ITT or is found to have failed to comply with the requirements of any other document issued by the Contracting Authority during the Procurement Exercise; and
     7. amend or waive the terms and conditions of the Procurement Exercise.
  8. All responses and submissions provided by Tenderers in response to the ITT may form part of any contract with the Contracting Authority should its Tender be successful and the Contracting Authority considers (in its absolute discretion) it appropriate.
  9. Save where otherwise provided, the copyright in the Procurement Documents is vested in the Contracting Authority. The ITT may not be reproduced, copied or stored in any medium without the prior written consent of the Contracting Authority except in relation to the preparation of a Tender. All documentation supplied by the Contracting Authority in relation to the ITT is and shall remain the property of the Contracting Authority and must be returned or destroyed on demand, without any copies being retained.

Sub-contracting Arrangements

* 1. Where a Tenderer proposes to use one or more sub-contractors to deliver some or all of the Contract requirements, the Tender must provide details of the proposed supply chain, the percentage of work being delivered by each sub-contractor and the elements of the contractual requirements that each sub-contractor will be responsible for.
  2. The Contracting Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Contracting Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes, or proposed changes, to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the Procurement Exercise or to provide the Services required. Tenderers should therefore notify the Contracting Authority immediately of any change in the proposed Sub-Contractor arrangements. The Contracting Authority reserves the right to remove the Tenderer from the Procurement Exercise prior to any award of contract, based on an assessment of the updated information.

The Contracts Finder Portal

* 1. This ITT is available via the Contracts Finder Portal <https://www.gov.uk/contracts-finder> to registered users only. The ITT and associated documents are only available via the Portal and cannot be emailed or sent to Tenderers by other means.
  2. All submitted documents should include in their title the company name and the title of the document.
  3. All submitted documents must be in a format which is compatible with Microsoft Office. **Please do not convert Excel files into PDF documents.**
  4. Requests for clarification shall only be accepted via email to Paul Quinney ([paul.quinney@allen.uk.com](mailto:paul.quinney@allen.uk.com)) at Allen Construction Consultancy Limited’s Birmingham & Midlands Office by no later than 17.00 on Wednesday 6th December 2023 so that relevant information can be issued to all tendering parties through the Contracts Finder Portal.
  5. For the avoidance of doubt Tenders must be submitted by email and other methods of submission will not be accepted under any circumstances. Equally, responses to clarifications shall be provided to all Tenderers via the Portal.
  6. The information contained within the Contracts Finder Portal has been prepared by the Contracting Authority in good faith. No liability whatsoever shall be incurred by the Contracting Authority and/or its advisers, agents or representatives regarding the use of the information on the Portal by Tenderers. Nothing on the Portal is, or shall be, a promise or representation as to existing circumstances or the future.
  7. The Contracting Authority may update any of the documents on the Portal at any time and it is the responsibility of the Tenderer to ensure it has the most up to date documents and information.
  8. It is the responsibility of each Tenderer to ensure that they have all of the information they need to prepare their Tender.
  9. Each Tenderer agrees fully to indemnify, defend and hold the Contracting Authority, its employees, advisers, agents and representatives harmless immediately on demand against all claims, damages, losses, costs and expenses (including legal fees) arising out of their breach of the terms of use of the Contracts Finder Portal or any other liabilities arising out of the Tenderer’s use of the Contracts Finder Portal contrary to such term or of any information accessible via the Portal.

Tender Submission

* 1. Tenders must be submitted to the Contracting Authority by the time stipulated on the Timetable on the Tender Return Date. The Contracting Authority may change the Tender Return Date by notice on the Contracts Finder Portal.
  2. Tenderers must ensure that the Form of Tender is completed in full by appropriately authorised persons within the Tenderer’s organisation and submitted accordingly.
  3. Tenderers should use Arial, font size 12. Line spacing must be 1.5 or more.
  4. Only Tenders that are submitted by the Tender Return Date will be accepted by the Contracting Authority. It is the Tenderer’s responsibility to ensure submissions are received by the date and time stated. **Tenders should be submitted by email only** and submitted to the Contracting Authority on time to the following authorised officer and email address;

The Clerk to The Council

Harbury Parish Council

Unit 2 Bull Ring Business Centre

Harbury

Warwickshire

CV33 9HL

[clerk@harbury-pc.gov.uk](mailto:clerk@harbury-pc.gov.uk)

* 1. Tenderers are not permitted to submit any extraneous information that has not been specifically requested in the ITT including, for example, sales literature or the Tenderer’s standard terms and conditions, etc.
  2. Tenders must be submitted strictly in accordance with the conditions set out in the ITT. Tenders must not contain any qualifications to the Contract save with the prior agreement of the Contracting Authority. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
  3. No Tender may be modified after the Tender Return Date.
  4. Please ensure that all declarations, details and form of tender documents contained within this ITT are completed in full by appropriately authorised persons within the Tenderer’s organisation and are submitted accordingly

1. **Evaluation**
   1. Tenders will be evaluated by representatives from Harbury Parish Council and Allen Construction Consultancy Limited using the following methodology;

The contract will be awarded on the basis of price alone. Harbury Parish Council will use a relative price-scoring methodology to determine the winning tenderer. The lowest price gets the highest score, and each of the other prices are marked relative to the lowest priced bid as follows:

Example:

Supplier A’s quote is £15,000

Supplier B’s quote is £10,000

Supplier C’s quote is £30,000

To calculate a score for supplier A, divide 10,000 by 15,000. Supplier A scores 0.667.

To calculate a score for supplier B, divide 10,000 by 10,000. Supplier B scores 1.

To calculate a score for supplier C, divide 10,000 by 30,000. Supplier A scores 0.333.

The winning tender is therefore Supplier B with a score of 1.

Abnormally Low Tenders

* 1. Where the Contracting Authority considers that a price submitted by a Tenderer may be abnormally low in relation to the Works, it shall require the Tenderer to explain the proposed price or costs and shall assess the information provided by the Tenderer. Where the evidence supplied does not satisfactorily account for the low level of price or costs proposed, the Contracting Authority may reject the Tender. Tenderers acknowledge that the Contracting Authority may be required to reject their Tender if it is abnormally low for the reasons set out in PCR 2015, regulation 69(5) and (6) in accordance with the procedure set out within that regulation.

Notification Of Outcome

* 1. The Contracting Authority may award the Contract to the Successful Tenderer on the basis of the Tender which has been submitted in accordance with the instructions in the ITT and confirmed by the evaluation methodology.
  2. Contract award is subject to the formal approval process of the Contracting Authority. Until all necessary approvals are obtained and any standstill period successfully completed, no Contract(s) will be entered into.

Non-collusion and canvassing

* 1. The Contracting Authority may disqualify (without limiting any other civil remedies available to the Contracting Authority and without limiting any criminal liability which such conduct by a Tenderer, sub-contractor or consortium member may attract) any Tenderer, sub-contractor or consortium member who, in connection with the Procurement Exercise:
     1. offers any inducement, fee or reward to any member or officer of the Contracting Authority or any person acting as an agent, adviser or representative for the Contracting Authority in connection with this Procurement Exercise;
     2. does anything which would constitute a breach of the Bribery Act 2010;
     3. canvasses any officer or elected member of the Contracting Authority or any person acting as an agent or advisor to the Contracting Authority in connection with this Procurement Exercise; or
     4. contacts any officer of the Contracting Authority prior to conclusion of the Contract with the Successful Tenderer about any aspect of the ITT in a manner not permitted by the ITT, without limitation.

1. **Timetable**

Set out below is the timetable for the Procurement Exercise. This is intended as a guide and while the Contracting Authority does not intend to depart from the timetable, it may do so at any time.

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue ITT | Monday 25th November 2023 |
| Deadline for receipt of clarifications | Wednesday 6th December 2023 |
| Target date for responses to clarifications | Saturday 9th December 2023 |
| **Tender Return Date (by email only)** | **17.00 on Wednesday 13th December 2023** |
| Evaluation of Tenders | Wednesday 27th December 2023 |
| Approval from the Contracting Authority to make the appointment | Thursday 18th January 2024 |
| Notification of contract award decision | Friday 19th January 2024 |
| Confirm contract award and contract signing | Thursday 25th January 2024 |
| Target Contract commencement date | Monday 5th February 2024 |
| Target works completion date | Friday 15th March 2024 |

**PART B – SUPPLIER INFORMATION,** **FORM OF TENDER & DECLARATIONS**

Please ensure that all questions are completed in full, in the format requested and that they are submitted as part of your bid. Failure to do so may result in your submission being disqualified. If the question does not apply to your organisation, please state clearly that it is not applicable or n/a.

Please return a completed version of this document to Harbury Parish Council in accordance with the document 00 - HPC Letter to Tenderers - Invitation to Tender which accompanies this ITT and the details identified in paragraph 6.4 above.

Tenderers are asked to respond to the following supplier information questions in full. The Contracting Authority may, at its discretion, ask Tenderers for supporting evidence or verification to substantiate responses.

**Section A – Supplier Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **TENDERERS DETAILS** | | | |
| **Information required** | | **Response** | |
| Registered name of tendering company, person, partnership or other organisation | |  | |
| Address | |  | |
| Company Registration Number (where applicable) | |  | |
| Contact name(s) for enquiries related to your Tender | |  | |
| Position of contact(s) within your organisation | |  | |
| E-mail address of contact(s) | |  | |
| Landline telephone number of contact(s) | |  | |
| Mobile telephone number of contact(s) | |  | |
| Please set out the nature of your existing business, recent clients, size of contract etc. | |  | |
| **FINANCIAL INFORMATION** | | | |
| 1 | **Which of the following are you able to supply to demonstrate your economic/financial standing, if requested;**  Please indicate your answer in the relevant box. | | |
| (a) | A copy of the audited accounts for the most recent two years | | Yes/No |
| (b) | A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation | | Yes/No |
| (c) | A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position | | Yes/No |
| (d) | Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes/No |
| **INSURANCE** | | | |
| 2 | Please self-certify, by answering “Yes” or “No”, whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:   * Employer’s (Compulsory) Liability Insurance\* = £5 million * Public Liability Insurance = £5 million * Professional Indemnity Insurance - £2 million   \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | | Yes/No |
| **HEALTH & SAFETY** | | | |
| 3 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | | Yes/No |
| 4 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question Is “Yes”, please provide details in a separate appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.  Harbury Parish Council will exclude tenderer(s) that have been in receipt of enforcement/remedial action orders unless the tenderer(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | | Yes/No |
| 5 | If you intend to use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | Yes/No |

**Section B Form of Tender & Declarations**

The Form of Tender is in five parts;

* Part 1: Statement of Interest
* Part 2: Acknowledgement and Undertaking
* Part 3: Certificate of Non-Collusion
* Part 4: Confidentiality Undertaking
* Part 5: Tender Sum.

You must complete and return all five parts. Each part must be signed by representatives who are authorised on behalf of the tenderer.

**Part 1: Statement of Interest**

Any organisation failing to disclose relationships may be disqualified from being invited to quote or tender.

I / we confirm that no officer, employee or consultant of our organisation is an employee or ex-employee of Harbury Parish Council .

I / we confirm that no officer, employee or consultant of our organisation is connected to an employee or ex-employee of Harbury Parish Council .

I / we confirm that no officer, employee or consultant of our organisation is an elected member of the Council or someone who has been an elected member in the last 4 years.

I / we confirm that no officer, employee or consultant of our organisation is related to or otherwise connected with an elected member of Harbury Parish Council .

I / we confirm that no officer, employee or consultant of our organisation is involved directly, or indirectly, in providing services to the Harbury Parish Council

I / we confirm that no officer, employee or consultant of our organisation, is involved in any other organisation/company that may be interested in bidding for Harbury Parish Council ’ Works under this tender procedure.

Please declare any interests that are in conflict with the above statements separately.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Statement of Interest for and on behalf of (tenderer): |
| Date: |

**Part 2: Acknowledgement and Undertaking**

1. We acknowledge that Harbury Parish Council has invited us to tender for a Contractor for the Construction of a Car Park Extension at Harbury Queen Elizabeth II Playing Fields

2. We acknowledge that we have examined the documents and the terms and conditions of contract and have had the opportunity to ask Harbury Parish Council for clarification and to propose changes before we submit our tender.

3. We acknowledge that we have received notice of any changes to the documents or the terms and conditions or both that Harbury Parish Council are prepared to accept.

4. We acknowledge that Harbury Parish Council has made clear to us that it will not enter into any negotiations whatsoever on the terms and conditions of contract after the latest date for submission of tenders.

5. In consideration of Harbury Parish Council inviting us to tender for this contract, we agree and declare that our tender is not qualified by or conditional upon any changes to the documents or the terms and conditions of contract, other than those (if any) which Harbury Parish Council has advised us it is prepared to accept.

6. We undertake that, if our tender is acceptable to Harbury Parish Council , we will not seek to introduce or negotiate any changes to the terms and conditions of contract nor to delay execution or signature of the contract documents by reason of any such changes.

7. We acknowledge that we have had the opportunity to take legal, commercial and insurance advice from our professional advisers before making this tender.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Acknowledgement and Undertaking for and on behalf of (tenderer): |
| Date: |

**Part 3 Certificate of Non-Collusion**

We certify that this is a bona fide tender and we have not;

(a) entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of any tender or the conditions upon which any tender is made;

(b) informed any other person of the amount or approximate amount of our tender or any other details of our tender, except where such disclosure was necessary to obtain insurance quotations required for the preparation of the tender or to take advice from our legal and financial advisers;

(c) caused or induced any person to enter into such an agreement as mentioned in paragraph (a) above or to inform us of the amount or approximate amount of any other tender for the contract;

(d) sought or obtained any confidential information from an employee, ex-employee, consultant or member of Harbury Parish Council ;

(e) directly or indirectly canvassed any member, officer, servant or agent of Harbury Parish Council concerning the acceptance of any tender or directly or indirectly obtained or attempted to obtain from any member or officer, information concerning any other tenderer or any tender submitted by another tenderer;

(f) offered or agreed to 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 this tender or any other tender or proposed tender for the Works any act of the sort described in paragraphs 4(a), (b), (c), (d) or (e).

We also undertake not to do any of the acts mentioned in paragraphs (a), (b), (c), (d), (e) or (f) before the latest date and time specified for return of tenders for the contract. In this paragraph, person includes companies, firms and unincorporated associations and agreement includes any arrangement, whether formal or informal and whether legally binding or not. We also certify that we are not a party to any scheme or arrangement under which any other tenderer may be reimbursed any part of his/her tender cost.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Certificate of Non-Collusion for and on behalf of (tenderer): |
| Date: |

**Part 4: Confidentiality Undertaking**

**To: Harbury Parish Council**

**Re: Tender for a Contractor for the Construction of a Car Park Extension at Harbury Queen Elizabeth II Playing Fields**

We declare and accept that we shall not during the Tender for the Project or at any time thereafter disclose to any person (except as may be required or permitted by law) the tender documents or any information contained thereon or subsequently provided to us by Harbury Parish Council or on Harbury Parish Council ’s behalf in connection with this Tender, all of which information shall be deemed to be confidential.

This shall include, but in no way be limited to information relating to the Supplier Information and Pricing Schedule provided to allow us assess and evaluate the tender.

We further declare and agree that:

1. We will use such information only for the purposes of preparing our Tender submission and shall promptly return to Harbury Parish Council un-copied, all of the tender documents and other information provided to us in connection with the tender if subsequently we are unable to tender or, having tendered, our Tender is not successful.
2. We shall neither dispose nor part with possession of any confidential material provided to us by Harbury Parish Council or prepared by us pursuant to the tender, save where the disclosure of such confidential information is essential for the procurement of any bond or an insurance quotation pursuant to the Tender.
3. We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party any information which comes into our or their possession in the course of performing the Project or submitting any Tender.
4. We declare that we are and shall remain registered under the Data Protection Act 1984 or the Data Protection Act 1998 and GDPR Act 2018.
5. We shall indemnify Harbury Parish Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Confidentiality Undertaking for and on behalf of (tenderer): |
| Date: |

**Part 5: Tender Sum**

**Offer for a contract for tender for a Contractor for the Construction of a Car Park Extension at Harbury Queen Elizabeth II Playing Fields.**

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To: Harbury Parish Council

1. We have examined the instructions to tenderers and conditions of contract and all other documents issued by Harbury Parish Council for the supply of works in connection with the above contract.

We hereby offer and undertake to provide the Works throughout the duration of the Contract in conformity with the Conditions of Contract, our tender proposal and all appendices, pricing documents and other tender documents submitted herewith for :-

**Tender Sum: £………………………………………………………….. (+ VAT)**

**In Words: …………………………………………………………………(+ VAT)**

2. Should our tender be accepted, we undertake to execute a formal agreement incorporating the documents mentioned above. Until such an agreement is executed, this Form of Tender and the acceptance hereof by Harbury Parish Council shall constitute a binding contract between us.

3. We acknowledge and understand that the insertion by us of any conditions qualifying our tender or any unauthorised alteration to any of the tender documents shall cause our tender to be rejected.

4. We understand and accept Harbury Parish Council ’s requirement for genuine

Competition in tender procedures, in order to achieve best value.

5. We understand that you will reject our tender if you have reason to believe we have done any of those acts, or have otherwise jeopardised the genuine competition of the tender procedure and that you may report us to the Office of Fair Trading or the Police or both.

6. We understand that you may take steps, including proceedings through the courts, to recover from us any costs or losses incurred by the Council as a result of our anti-competitive behaviour.

7. We agree that this tender shall remain open for acceptance by you and shall not be withdrawn for a period of **120 days** from the latest date for return of tenders.

8. We acknowledge that you are not bound to accept the lowest or any tender you may receive, and that you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

9. We agree that Harbury Parish Council may, at their sole discretion, contact any third parties quoted in our tender proposals and may, if they so wish, make inspections of completed projects, the details of which will be provided, if required by Harbury Parish Council .

10. We acknowledge that the Freedom of Information Act 2000 gives a general right of access to information held by public authorities and that Harbury Parish Council ’s decision on what information will be released in response to an access request is final.

We understand that either Harbury Parish Council may apply relevant exemptions in appropriate cases.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Tender Sum on behalf of (tenderer): |
| Date: |

**Part C – The Contract (JCT 2016 Minor Works)**

The Contract for the Works for the Construction of a Car Park Extension at Harbury Queen

Elizabeth II Playing Fields will be the JCT 2016 Minor Works Contract with Amendments as

required.

**Part D – Contract Amendments (see separate document attached)**

**Part E – Pricing Schedule (see separate document attached)**

**Part F – Pre-Construction Information (see separate document attached)**

**Declaration and Signature**

Please complete the declaration below to certify that the information provided is correct and accurate. If a signed declaration is not provided, the application may not be considered. This declaration must be signed by an appropriately authorised individual as follows:

* Where the Applicant is an individual, by that individual;
* Where the Applicant is a partnership, by two duly authorised partners;
* Where the Applicant is a limited company, by a director duly authorised for such

purposes.

Signatures may not be typed.

|  |  |
| --- | --- |
| I declare that, to the best of my knowledge, the answers submitted in this questionnaire and any supporting information are complete and accurate.  I declare that, upon request and without delay, I will provide any documentary evidence referred to in this document.  I understand that the information will be used in the evaluation process to assess my organisation’s suitability to participate further in this procurement.  I understand that Harbury Parish Council may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false or misleading information or content is provided in any section.  I understand that, should the information provided be found at a later date to be incorrect or inaccurate, this may result in my tender being rejected, or any contract subsequently awarded being terminated (at the Council's unfettered discretion).  I am aware of the consequences of serious misrepresentation. | |
| Contact Name |  |
| Name of Organisation |  |
| Telephone Number |  |
| Telephone Number: |  |
| Email Address |  |
| Postal Address |  |
| Signature: |  |
| Date: |  |