**Tender for: Colney Heath New Play Area**

**Tender to arrive not later than noon on the:**

23rd June 2023:

**Document for Return**

**Instructions for Tendering Form of Tender**

**Non-Collusion Certificate Notification of Sub-Contractors Indemnity**

**Equal Opportunities Statement Schedules of Works**

**Groundwork East Mill Green, Hatfield, Hertfordshire AL9 5PE**

**Telephone: 07834500829**

**Email:** **Catherine.Browne@groundwork.org.uk**

**INSTRUCTIONS FOR TENDERING**

**Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular way may be rejected by the employer whose decision in the matter will be final.**

**Confidentiality.** The tender document must be treated as private and confidential. Tenderers should not disclose the fact they have been invited to tender or release details of the tender documents other than on an in-confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.

**Form of Tender.** The tender should be made on the Form of Tender incorporated in the Tender Document. It should be signed by the Tenderer and submitted with the Tender Documents and Drawings hand-initialled in ink, to arrive not later than the date and time stated at the address below.

**Alterations.** No unauthorised alteration or addition should be made to the Form of Tender, to the Schedules or to any other component of the Tender Document. Except for Schedule A where an opportunity is allowed for inserting omitted items.

**Qualification of Tenders.** Only tenders submitted without qualification strictly in accordance with the Tender Documents as issued (or subsequently amended by the Employer) will be accepted for consideration. The Employer’s decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. Qualified tenders will be excluded from further consideration and the Tenderer notified. Exceptions are made for errors in the contract documents identified during the tender process, and a qualification will be permitted with the Contract Administrator’s agreement.

**Queries.** Any queries arising from the tender Documents which may have a bearing on the offer to be made should be raised with the Contract Administrator as soon as possible and before the submission of a tender.

**Corrections.** Any errors found in the documents should be brought to the Contract Administrator’s attention immediately. If there is sufficient time, each Tenderer will be contacted in writing and the errors brought to their attention before the submission date. If not, any such matters will be dealt with when the tenders are being considered, and before a recommendation is made to the Client. All tenderers will be given the opportunity to consider any such errors and adjust their price accordingly.

**Decimal places.** Any unit rates and prices must be quoted in pounds and decimal fractions of a pound. Such fractions need not be restricted to any specific number of decimal places but the product of multiplying the rate by the quantity should be expressed in pounds and whole pence (i.e. two decimal places).

**Delivery**. Colney Heath Parish Council uses an E-Tendering system (In-Tend) for Procurements. Tenders must be returned through In-Tend by registering on the Supply Hertfordshire website. <http://www.supplyhertfordshire.uk/>

You must be registered on this website to respond. If you are already registered you will not need to register again, simply use your existing username and password. Please note that there is a password reminder link on the homepage.

If you experience any technical difficulties please contact the In-Tend Helpdesk on 0845 557 8079 or by email support@in-tend.com Tenderers are required to supply an electronic copy of their tender response and all supporting documents, in either a Microsoft Word or PDF format, to be uploaded to the Intend E-tendering system.

# TENDER ASSESSMENT METHODOLOGY

|  |  |
| --- | --- |
| **Selection Criteria** | **Weighting****(%)** |
| **Price** | **50%** |
| **Quality**Tenderers shall send in a submission of no more than five A4 pages (excluding accounts) to demonstrate their ability to complete the project to a high standard.The qualitative assessment must achieve 20/40 for the tender to be considered. | **50%** |
| Demonstration of ability to deliver project with complex stakeholder requirements. Include programme of works showing mobilisation, resourcing, construction methodology. Provide referees and their contact details for 3 recent projects of similar nature and complexity. | 20% |
| Demonstration of financial standing including submission of 3 years accounts – see Appendix A for financial evaluation | PASS / FAIL |
| Skills, qualifications and experience of the members of staff that will work on the project. Including evidence of mitigation of modern slavery risk within supply chain: <https://supplierregistration.cabinetoffice.gov.uk/msat> | 10% |
| Demonstration of protection of the public, local residents and businesses throughout the works. Including health and safety information, as detailed in the preliminaries document section A30 550. | 10% |
| Demonstration of climate awareness and actions to reduce carbon emissions, source sustainable materials and/or recycle materials from site and mitigate environmental impact. | 10% |
| **Total** | **100%** |

Officers when evaluating submitted quotations against the set criteria above will use the following 0 to 5 scoring:

|  |  |
| --- | --- |
| **Scoring Method** | **Marks** |
| Evidence has not been provided, answer has not been provided or is unacceptable or non-existent (not scored) | 0 |
| Some evidence is supplied but is inadequate or insufficient; there is a failure to properly address the issue. (poor) | 1 |
| The evidence fails to meet the acceptable minimum standard required; potential supplier would have difficulties meeting the standards or requirements (unsatisfactory) | 2 |
| The evidence generally meets a good standard in most or all areas as set out in the specification (satisfactory) | 3 |
| The evidence meets the standard in all areas and is very good at demonstrating relevant skills/capacity (good) | 4 |
| The evidence provided is exemplary and meets the criteria exceptionally well i.e. difficult to improve upon, in a majority of areas (excellent) | 5 |

**FORM OF TENDER**

We offer to execute the whole of the works described and measured in the documents dated provided for pricing with this tender for landscaping operations at:

**COLNEY HEATH PLAY AREA**

Total tender: £ .............. pounds pence

In words ……………………………………………………………………………………

…………………………………………………………………………….………………

 We confirm the following:

1. We have not communicated and will not communicate to any person under any agreement or arrangement, the amount of this Tender;
2. The amount of this Tender has not been adjusted under any agreement or arrangement with any person;
3. Having examined the Drawings, Conditions of Contract, Specification and Schedules for the construction of the works, we offer to construct and complete the whole of the Permanent Works comprised in the Contract within the time stated.
4. Our tender has been based on the supply of materials and manufactured goods as indicated in the Contract Documents.
5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We agree that should obvious pricing errors in arithmetic be discovered before acceptance of this offer in the priced Schedules of Quantity submitted by us, these errors will be dealt with in accordance with NBS guide to tendering for construction projects: **Alternative 2 applies**
8. This tender remains open for consideration for **180 days** from the date fixed for the submission of Tenders.
9. We note that due to budgetary restraints on this project, parts of the work may be deleted, and that only part of the work may go forward.
10. We confirm our organisation is not engaged in any of the prohibited types of conduct identified within the Modern Slavery Act 2015.

**Name of Firm**:

**Signature**:

**Date**:

# NOTIFICATION OF SUB-CONTRACTING

The Contractor shall list hereunder the name, address and trade of all the Sub-Contractors whom it is proposed are employed, for which approval is required under the Form of Agreement and Specification.

|  |  |
| --- | --- |
| **Description of Trade or Service** | **Name and address of Sub-Contractor** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Signed:** ………………………………………………………………………………

**On Behalf of:** …………………………………………………………………………

**Date:** ………………………………………………………………………………….

# NON-COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the Tender in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

1. Communicate to a person other than the person calling for those tenders, the amount, or approximate amount, of the proposed tender, except where the disclosure is necessary to obtain financial premium quotations required for the preparation of the tender;
2. Enter into any agreement or arrangement with any other person that they shall refrain from tendering, or concerning the amount of any tender being submitted;
3. Offer, or pay, or give, or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having cause to be done in relation to any other tender, or proposed tender for the said work, any act or thing of the sort described above.

In this certificate, the word “person” includes any persons, and any body or association corporate or unincorporate; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

**SIGNED:…………………………………………**

**On Behalf of: ……………………………………**

**Date: …………………………………………….**

**COLNEY HEATH NEW PLAY AREA**

In consideration of the Parish Council granting to the Contractor permission to enter upon the land the Contractor hereby undertakes to indemnify the Parish Council against any claims or incidents or compensation in respect of damage, injury loss of usage or reinstatement arising out of the works undertaken.

Yours faithfully,

Signed: ……………………………………………

On behalf of:……………………………………….

Date: ………………………………………………..

EQUAL OPPORTUNITIES STATEMENT

In the provision of landscape services and in employment we seek to provide equality of opportunity and fairness of treatment for all persons. Contractors, as the Trust’s agents are expected to uphold and promote these principles.

1. The Trust will not treat any person less favourably than any other on account of religion, disability, marital status, sex, sexual orientation, colour or national or ethnic origin.
2. The Trust is committed to fairness of treatment towards its clients in all matters, and to dealing with harassment arising from racial or other causes.
3. The Trust will ensure that in the field of recruitment, promotion and training of staff no person will receive less favourable treatment than another on grounds of religion, marital status, sex, sexual orientation, disability, colour or national or ethnic origins. Appointment on promotion will be based upon a person’s ability to do the job.
4. The Trust will endeavour to ensure that the consultants and contractors commissioned by it operate an equal opportunities employment policy.
5. The board will seek to be reasonably representative of and accountable to the local community and interests which the Trust serves and in doing so will seek to ensure that people from ethnic minorities and women are adequately represented in its membership.
6. The Trust will maintain records and regularly monitor its performance in these areas in order to satisfy itself that unlawful discrimination is not taking place.
7. The Trust will look for ways to promote positively the interest of those groups and people suffering disproportionate disadvantages and discrimination in the community.

I declare that I have read and understood the Trust’s Equal Opportunities Statement and agree to adhere to it at all times.

Signed.......................................................................................

Position.....................................................................................

For & on behalf of

.............................................................................................date..........................

# APPENDIX A

**CRITERIA USED FOR FINANCIAL EVALUATION OF CANDIDATES IN THE PROCUREMENT PROCESS.**

The key objective of the financial appraisal in the procurement process is to analyse a supplier’s financial position and determine the level of risk that it would represent to the Authority. Any requirement is considered in relation to the contract requirement and value, criticality, and the nature of the market. The assessment of risk is generally based on business judgement.

The financial appraisal is a selection (not an award) criterion and is designed to identify the financial risks to be assessed, alongside other relevant qualitative and quantitative factors.

Colney Heath Parish Council carry out their financial appraisals using the following tests.

**The Council use the following ratios and criteria to assess each applicant’s financial information with a view to determining whether each applicant has sufficient financial standing for this procurement. If any applicant does not meet any requirement, or criteria, that is considered acceptable, the Council has the absolute discretion to reject its submission entirely with the effect that the applicant will not progress to the tender stage.**

**Turnover and Contract Limit**

A contract limit is the size of contract that is considered “safe” to award to a supplier, based on a simple comparison of the annual contract value to the annual (or average annual) turnover.

**The annual contract value must be less than 50% of the candidates overall annual turnover (for both of the last two years). You are required to self-certify that this is the case.**

We use this indicator to highlight the following issues

* A financial strength issue – can the candidate cope financially with this size of contract or the asset requirement?
* A capacity issue – does the candidate have the resource to carry out the work?
* A dependency issue – will the candidate become over dependant on this contract or contracting authority?

Candidates will only be eliminated on the strength of the contract limit alone if they **clearly** have insufficient capacity to deliver the requirement and there is no appropriate support available from a parent organisation or other third party.

**Credit Checks**

Credit status checks are carried out with

Creditsafe - [www.creditsafeuk.com](http://www.creditsafeuk.com/)

This is a subscription based credit check company. The information they provide tells us the credit limit for the candidate and the current assessment concerning its level of credit worthiness. The results are compared across all the other candidates being assessed. This will also be used to determine whether ratio analysis of the accounts is required, and you may be required to provide the evidence in relation to question 4.1 for this purpose.

**Ratio Analysis**

Accounting ratios are an aid for analysing and interpreting relationships existing between different items in a candidates financial statements. They help to highlight areas and items that should be subjected to more detailed examination and questioning. Few figures in the financial statements are significant in themselves. Ratios help to show relationships to other quantities or the direction and amount of change over a period.

Two main areas considered are:

* Financial structure – assessment of whether a candidate is likely to experience cash flow problems, whether the business is adequately financed and from what sources. The main areas tested are liquidity and gearing (or leverage)
* Operating Performance – assessment of the financial performance of the company.

**Financial Structure Ratios Acid Test**

This is carried out in order to test liquidity. The calculation is

 (Current Assets - Stock) Current Liabilities

**Gearing**

This helps to identify the level of long term debt in the capital structure. The calculation is

X100

 Long Term Debt =% Net Worth

Generally, the lower the gearing percentage the better, however, when considering the level of long term debt, the level of interest payments are also taken into account. A company may have high levels of long term debt, but the interest payments could mean it is a manageable debt.

**Operating Performance Ratios**

**Return on Capital Employed (ROCE)**

A calculation is done to identify the return on invested capital.

X100 =

 Operating Profit % Capital Employed

This is the most important measure of the overall efficiency of the management of the business as it relates the result of operations to the total funds being used in the business. It helps to show the operating performance of the company. When compared to the acid test, it gives an idea as to the candidates vulnerability to take-over and bankruptcy. The higher the ROCE percentage the better, however ROCE does vary by industry sector and this must be taken into account.