

Invitation to Quote

**New Forest National Park Authority**

**Construction Consultancy**

**Tender Ref : NFNPA - 0058**

Date : 2 December 2024

**New Forest National Park Authority**

Lymington Town Hall, Avenue Road, Lymington, Hampshire SO41 9ZG

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**CHAIRMAN** DAVID BENCE **CHIEF EXECUTIVE** ALISON BARNES

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1. **INTRODUCTION**

The New Forest National Park Authority (‘the Authority’) wishes to appoint a Quantity Surveyor to oversee all project management duties relating to the construction of approved two no. semi-detached affordable unit houses on land adjacent to Park Lodge, Ringwood Road, Burley, BH24 4BS.

The Terms and Conditions of contract with the building contractor will be based on the standard JCT Contract and will also include the Authority’s Standard Conditions of Contract for Services, a copy of which can be found in section 6.

In the event of a conflict between the two, the JCT Contract shall take precedence.

We are aiming to appoint a contractor to liaise on behalf of the Authority and will assist in ensuring that a building contractor who has the necessary governance, qualifications, expertise, financial standing and health and safety capabilities is appointed to complete the works.

**Background:**

The Authority has a duty to seek to foster the economic and social well-being of the local communities within the National Park. In this regard, providing affordable housing for people with a strong local connection is a particular issue and the Authority is looking at opportunities to work with landowners to provide affordable private rented accommodation for local people.

The Authority has acquired a small plot of land in the centre of Burley for the purposes of providing two affordable homes for rent. Planning permission was subsequently granted for the development in September 2018, application number 18/00517. The planning consent and the accompanying application report are attached below:



The requirements of all the pre-commencement conditions have been discharged and a material start on site was made (laying a foundation strip) before the expiry of the planning permission (which was subject to a recorded building control inspection). The planning permission is therefore extant.

The address where the two no. semi-detached affordable unit houses will be built is on the land adjacent to Park Lodge, Ringwood Road, Burley, BH24 4BS and will be accompanied by an associated rear garden area and off road parking to the front. A secure bicycle storage will be constructed to the rear of each property.

The properties will be accessed from the adjacent New Forest District Council car park. New services will need to be laid to connect to the public services in Ringwood Road. An easement is currently being agreed to cross the neighbouring land. In terms of internal floor space each property will comprise 3 bedrooms on the first floor with lounge, kitchen and WC on the ground floor.

The heritage centre will be built out by a local charity. The Authority is not responsible for the building of the heritage centre but will need to lay out and construct the shared access arrangements. The design of the heritage centre is likely to change from that shown on the approved plans (in favour of a more modest timber constructed building). It may be that the heritage centre is built at the same time but the construction of the two affordable houses is not dependent on the start programme for the heritage centre.

The boundary trees/hedgerow on the boundary with the adjoining car park will be cut back and managed separately to the build contract, save for the erection of protective tree fencing as required by condition.

All relevant plans, which have received full planning permission and building regulation approval, can be found in the Appendices section of this document and were prepared by the Authority’s appointed architect.

1. **TASKS TO BE UNDERTAKEN**

The following list of tasks should be viewed as indicative, as opposed to exhaustive. Suppliers are encouraged to demonstrate how they will work with the appointed building contractor in constructing these exemplar dwellings:

* Work with the Authority’s Finance and Procurement Officer in reviewing the Invitation to Tender document which is in the process of being drafted
* Administer the JCT Intermediate Building Contract throughout each phase of the project and completion of all relevant documentation
* Attend site visits and prepare assessments at various stages of the construction phase
* Arrange all payment notices with the contractor
* Provide professional advice on any legal and contractual issue that may arise during the project (acting on our behalf should any disputes arise)
* Maintain communication with the Authority’s Executive Director for Strategy and Planning, ensuring they are aware of how the project is running at key times
* Identify all risk areas to the Authority and suggest/implement solutions to manage these
* Ensure that any snagging at the end of the construction is completed by the building contractor
* Overall ensure the work is completed on time, within budget and importantly, to the required quality

1. **SUBMITTING A QUOTE**

Prospective suppliers must complete theCompany Information Questionnaire and provide a quote which, as a minimum, covers the following points (in an applicable format of your choice):

* Provide a description of your approach and illustrate how you propose to undertake the task list above
* How you intend to add value through all phases of the project (pre and post construction)
* Other services you can provide that you believe will be of benefit to the Authority
* Previous experience with projects of a similar nature (use of JCT contract etc.)
* Estimated number of hours required and hourly rate(s) - any variations to this price should be highlighted, where applicable, such as site visits or out-of-core hours etc

Any queries may be submitted through our [In-tend supplier portal](https://in-tendhost.co.uk/newforestnpa/aspx/Home) or via the contact details below:

For tender process / procurement queries:

Tom Knott, Finance & Sustainable Procurement Officer - 01590 646678, [tender@newforestnpa.gov.uk](mailto:tender@newforestnpa.gov.uk)

For technical and organisational queries:

Steve Avery - 01590 646659, [steve.avery@newforestnpa.gov.uk](mailto:steve.avery@newforestnpa.gov.uk)

1. **EVALUATION OF QUOTES**

The Contract will be awarded on the basis of the most economically advantageous tender to the Authority, based on the evaluation criteria of 60% price and 40% quality. Quotes will be evaluated and assessed by at least two Authority staff.

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| --- | --- |
| **Criteria** | **Weighting** |
| Price | 60% |
| Quality | 40% |

1. **INSTRUCTIONS TO SUPPLIERS**

The proposed Tender timescales are as follows, however these are subject to change. In such an event, all Tenderers will be informed immediately via In-tend:

|  |  |
| --- | --- |
| **Quote Process** | **Deadline** |
| Invitation to Quote (ITQ) sent out | 2 December 2024 |
| ITQ response deadline | Noon 6 January 2025 |
| Authority evaluation of ITQ submissions | 6-10 January 2025 |
| Contract Award | 10 January 2025 |
| Standstill period | 11 - 19 January 2025 |
| Contract Commencement date | 20 January 2025 |

Quotes submitted after the stipulated time and date advised will be rejected, unless exceptional circumstances are proven, such as clear evidence of postal guarantee or record of successful submission through In-tend.

Tenderers must ensure that their completed return has been received, by noon 6th January 2025 in order for their bids to be evaluated:

1. If your submission is via our [In-tend supplier portal](https://in-tendhost.co.uk/newforestnpa/aspx/Home), then it must be completed noon 6th January 2025. Please note that you will have to register on this portal before you can view the Invitation to Quote document and submit a return
2. If your submission is via email, please return it to: [tender@newforestnpa.gov.uk](mailto:tender@newforestnpa.gov.uk) - to arrive no later than noon 6th January 2025
3. If you wish to post a hard copy reply, it must be marked for the attention of Tom Knott, to arrive no later than noon 6th January 2025 and sent to:

FAO: Tom Knott, Finance and Sustainable Procurement Officer – [NFNPA 0058]

New Forest National Park Authority

Lymington Town Hall

Avenue Road

Lymington

Hampshire

SO41 9ZG.

Please note that you must ensure that the envelope used must bear **no mark to identify the sender**. Failure to comply with this may result in your quote being excluded from the evaluation process.

Please note that you may use either [In-tend](https://in-tendhost.co.uk/newforestnpa/aspx/Home) or post in submitting your responses, or both should you wish. Posted entries are sent at the risk of the supplier and confirmation of receipt will not be provided by the Authority, unless specifically requested by the supplier; the Authority will not be liable in any way for entries not received or delayed in the post. Furthermore, the Authority is unable to return any documentation provided, whether the supplier is successful or not.

The Authority shall keep all quotes received unopened until after the ITQ submission deadline of noon 6th January 2025. Any quotes received after this time shall not be considered for evaluation and shall be returned promptly to the tenderer.

1. **CONDITIONS OF QUOTES**

The Terms and Conditions of Contract will be based on the Authority’s General Standard Conditions of Contract, a copy of which can be found below:



The Authority reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

### Representations

A supplier may contact the Authority to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to suppliers.

No questions will be answered that provide a competitive advantage to any party interested in tendering.

Should questions arise during the tendering period, which in our judgment are of material significance, we will inform all suppliers to explain the nature of the question, and our formal reply. All suppliers should then take that reply into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.

### Specification

For the avoidance of doubt, the contract specification shall include all requirements explicit or implied within this Invitation to Tender.

The Authority reserves the right to withdraw this tender document and all funding contained within it without notice.

### Conflicts of Interest

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition, or if awarded any contract as a result of this opportunity. This also applies to any sub-contractors that the Tenderer wishes to employ as part of any contract.

Where Tenderers identify such potential conflicts, they should immediately state these to the Authority and confirm how they intend to avoid such conflicts. The Authority reserves the right to reject any Tender which, in the opinion of the Authority gives rise, or could potentially give rise to, any conflict of interest.

### Tenders Excluded

No tender will be considered for acceptance if the supplier has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an employee of the Authority. If a supplier has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the successful suppliers.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

### Collusive Tendering

In submitting a tender against this contract, the supplier confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The supplier also certifies that at no time, before or following the submission of the tender, has the Supplier carried out any of the following acts:

1. communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance
2. entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted
3. offering or paying or giving or agreeing to give any sum of money 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 said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

### Freedom of Information

The National Park Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and therefore information in relation to this tender may be requested by third parties. Requests for information will be considered on a case by case basis and consideration will be given as to whether or not the information is exempt from disclosure under the legislation.

Suppliers should identify if any of the information supplied by them is confidential or commercially sensitive and provide details of why they feel release of the information would prejudice their interests.  This will not guarantee that the information will not be disclosed but your views will be taken into account when considering a request.

It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be.  The timing of any request for information will be taken into account when determining whether or not the information is exempt, however suppliers should note that no information is likely to be regarded as exempt forever.

**Confidentiality**

The Tenderer (whether this Tender is accepted or not) and all other recipients of the Specification and documents (whether they submit a tender or not) shall treat the details of the Specification and the documents attached hereto as private and confidential and shall not disclose the details to any party.

**APPENDIX 1 – Approved Planning Drawings**





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**APPENDIX 2 – Approved Building Regs**



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