

## **Chinley, Buxworth & Brownside Parish Council – New Chinley Community Centre**

### **INSTRUCTIONS FOR TENDERING**

#### **1.0 THE TENDER PROCESS**

##### **General**

- 1.1 These instructions provide guidance to tenderers on the form and assessment of tenders relating to a contract for the construction of the new Community Centre at 21 Lower Lane, Chinley, High Peak SK23 6BE.
- 1.2 These Instructions to Tenderers will not form a part of any future Contract for the works required. Failure to comply with these Instructions will be recorded in the appraisal report and may result in rejection of this Tender.

##### **Information**

- 1.3 All queries relating to this document shall be made in writing (by email) to:

D3 Associates Ltd,  
Mallan House  
Bridge End  
Hexham  
Northumberland  
NE46 4DQ

For the attention of Mr Geoff Robinson, Contract Administrator

Work 01434 610 434  
E-mail: geoff@d3-associates.co.uk

Except where otherwise directed in these instructions, tenderers must not contact any person in relation to this tender other than that named above. No questions will be considered with less than 3 working days to the deadline. For the avoidance of doubt, no question submitted after 2pm on 24<sup>th</sup> February 2022 will be responded to.

- 1.4 This tender is made available in good faith. Chinley, Buxworth & Brownside Parish Council, the Employer gives no warranty as to the accuracy or completeness of the information contained in it and disclaims any liability for any inaccuracy or incompleteness contained in it.
- 1.5 Chinley, Buxworth & Brownside Parish Council reserves the right to cancel the tender process at any point. Chinley, Buxworth & Brownside Parish Council is not liable for any costs resulting from cancellation of this process or for any costs incurred by Organisations by taking part in the tender process.

##### **Points of Clarification**

- 1.6 Chinley, Buxworth & Brownside Parish Council invites tenderers to submit relevant requests for clarification. Chinley, Buxworth & Brownside Parish Council aims to respond in a timely manner although may request further clarity. Chinley, Buxworth & Brownside Parish Council reserves the right not to respond to requests for clarification that it considers are unreasonable or irrelevant.
- 1.7 Any clarification requests from tenderers regarding these tender documents must be made in writing (by e-mail) to the contact named in 1.3. If any answer requires a change to the tender documents then a tender amendment will be issued on Contracts Finder.

- 1.8 The identity of tenderer who submits a clarification request will not be disclosed to other tenderers. Requests for clarification and responses to requests for clarification will not be treated as confidential by Chinley, Buxworth & Brownside Parish Council unless specifically requested by a tenderer. Chinley, Buxworth & Brownside Parish Council reserves the right not to treat a request for clarification as confidential and will notify the tenderer making such a request where this is the case, in order that the tenderer may have the opportunity to withdraw the request. In such circumstances, should the bidder fail to withdraw the request within two (2) days, Chinley, Buxworth & Brownside Parish Council reserves the right to publish the request and Chinley, Buxworth & Brownside Parish Council response to it.

#### Service Information

- 1.9 Every reasonable endeavour has been made to check the information; however, Chinley, Buxworth & Brownside Parish Council does not guarantee its accuracy or completeness. The Tenderer is responsible for assessing the implications of the information and making appropriate allowance for these in its Tender.
- 1.10 Any visits to the site must be carried out with prior arrangement / agreement with the Employer and are to be arranged through Geoff Robinson (ref 1.3).

## 2.0 SUBMISSION OF TENDERS

### General

- 2.1 Tenders must be submitted in accordance with the tender documents including any tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. The Employer's decision as to whether or not a tender complies with these instructions will be final.
- 2.2 The tender and any associated documentation shall be returned in writing in an unmarked envelope by post or by hand to the Employer by **2pm on Tuesday, 1<sup>st</sup> March 2022:**
- Mrs Georgina Cooper  
Clerk to Chinley, Buxworth & Brownside Parish Council  
Parish Room  
3 Lower lane  
Chinley  
High Peak SK23 6BE
- 2.3 Tenders received after the return time will not be considered.
- 2.4 Tenderers must ensure that the tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT) and is signed and dated where required. Any amendments to the tender, prior to submission, must be initialled and preferably also noted separately. Correction fluid must not be used. Unauthorised alterations or additions must not be made to any component of the tender documents.
- 2.5 The tender return must include the following documents:
- The completed and signed Tender Return Form
  - The completed Schedule of Works
  - Draft Construction Programme
  - Completed Contractors Questionnaire
  - Signed Certificate of Non-Collusion and Non Canvassing Certificate

- 2.6 The tender submissions shall be returned in written PDF format as **a hard copy and a copy on a memory stick**. In addition, **a copy of the Schedule of Works in Microsoft Excel format** to be submitted to [clerk@chinleybuxworthbrownside-pc.gov.uk](mailto:clerk@chinleybuxworthbrownside-pc.gov.uk) within 24 hours of the tender return time.
- 2.7 Tenderers should note that any expenditure, work or effort undertaken prior to the award of any contract is a matter solely for tenderers' commercial judgement. The Employer reserves the right to withdraw this tender invitation at any time or to re-invite tenders on the same or an alternative basis. In such circumstances, and in any event, the Employer and/or its advisers shall not be liable for any costs or loss of expenses whatsoever incurred by tenderers or any company, agent, subsidiary or organisation, who may have contributed to the proposals submitted by tenderers in response to this invitation.
- 2.8 Any tenderer who directly or indirectly canvasses any member of the Employer or the Employer's organisation concerning the award of the contract or who directly or indirectly obtains or attempts to obtain, by whatever means, from any such member or officer information concerning any other tender or proposed tender for the services will be disqualified.

### **3.0 ACCEPTANCE OF TENDER**

#### **General**

- 3.1 The Employer reserves the right to request further information and supporting documentation from tenderers.
- 3.2 Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tenders are accepted.
- 3.3 The Employer is not bound to accept the lowest or any tender and shall not be responsible for any costs in connection with the preparation thereof.
- 3.4 The evaluation of Tenders will be based on the cost of the Tender submission and Quality Questionnaire

### **4.0 RIGHT TO TERMINATE / DISQUALIFY / REJECT ETC**

- 4.1 Organisations should note that Chinley, Buxworth & Brownside Parish Council reserves the right to terminate any ensuing contract with them at any time if it is discovered that they have made any false statement or material misrepresentation in this or any subsequent document.
- 4.2 Organisations should note that the information given at this stage might be subject to verification later in the procurement process. If any error, omission, false statement or misrepresentation is discovered, Chinley, Buxworth & Brownside Parish Council reserves the right to disqualify the organisations from selection, without regard to what stage the process has reached when the error, omission, false statement or misrepresentation is discovered.
- 4.3 Chinley, Buxworth & Brownside Parish Council reserves the right to require some or all of the organisations to clarify their submissions in writing. Any such request shall be made in writing to the organisation.
- 4.4 Chinley, Buxworth & Brownside Parish Council reserves the right to amend the terms and conditions of the tender process and/or postpone, suspend or abort this procurement at any time.

### **5.0 INSURANCE REQUIREMENTS**

- 5.1 The minimum amount of cover for insurance against loss of or damage caused by the Contractor to the Employer's property is £2,000,000

- 5.2 The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is £5,000,000
- 5.3 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is £5,000,000

## **6.0 CORRECTION OF ERRORS IN PRICED TENDER DOCUMENTS**

### **6.1 Checking of Priced Tender Documents**

Priced Schedules of Work/Specifications/Employers Requirements submitted by the lowest tenderer are to be opened and examined for any arithmetical or pricing errors. The tender documents returned are also to be examined for qualifications, caveats or clarifications appended by the tenderer.

### **6.2 Corrections of Errors: generally**

If errors are discovered by the Employer's consultant JCT Tendering Practice Note 2017 *Alternative 1* to apply; the tenderer to be given details of the errors and afforded the opportunity of confirming or withdrawing his tender.