

ELSENHAM PARISH COUNCIL
DESIGN OF A NEW COMMUNITY CENTRE
SOUTHFIELD CLOSE, ELSENHAM

INVITATION TO TENDER
FOR A FEE QUOTATION

Instructions to Tenderers

ELSENHAM PARISH COUNCIL

Document Control

Approved on behalf of the Parish Council	Final
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Change History

Version:	Date:	Reason for change:
1.	September 2023	First Document
1A	October 2023	Draft following meeting on 16 October 2023
1B	November 2023	Draft following further discussion
2	24 November 2023	Final version

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1. General Provisions

- 1.1 These Instructions to Tenderers together with the Design Brief, the Conditions of Contract, the Tender and the acceptance thereof shall constitute the whole agreement between Elsenham Parish Council ("the Council") and the Tenderer.
- 1.2 Tenderers must comply with these instructions. The Tenderer must complete and return, in its entirety, the Form of Tender (at Appendix A). Any tender not complying in any particular may be rejected by the Council whose decision in the matter shall be final.
- 1.3 By inviting you to tender and/or including you on a list of selected candidates the Council makes no representations whatsoever regarding your financial stability, technical competence or ability in any way to carry out the services.
- 1.4 The Council does not bind itself to accept the lowest or any tender.
- 1.5 The Council shall not be responsible for any costs, expenses or losses which may be incurred by any Tenderer in the preparation of, or otherwise in connection with the tender.
- 1.6 The Council may in its absolute discretion withdraw this invitation to tender at any stage.

2. Confidentiality and Related Matters

- 2.1 Invitations to tender and details of the project must be treated as private and confidential, save to the extent allowed by the Council as part of the tendering process. You must not disclose that you 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 and those of your professional advisers who you need to consult for the purposes of preparing the tender.
- 2.2 The Council shall be free to disclose any information prepared by the Council in connection with this tender to any person.
- 2.3 During the tender evaluation process the Council shall treat all information which a Tenderer properly identifies as commercially sensitive information as confidential.
- 2.4 Following the evaluation and award of the Contract, the Council will continue to honour confidentiality of information provided by Tenderers where this is consistent with its obligations under the Freedom of Information Act 2000. Tenderers must recognise that it is the Council's aim (consistent with the principles of the Act) to make available to the public as much information as possible about its contracting arrangements subject also to having regard to the legitimate commercial interest of Tenderers. Only information which is genuinely confidential or commercially sensitive shall be protected from disclosure. Note in particular, that in order to comply with government requirements the Council may publish information about the contract including (but not limited to) these invitation to tender documents, the terms of the agreement, the contract value and duration, the contractor's contact details and payments made to the contractor under the contract.
- 2.5 The Council cannot accept any request for provisions in the Contract which seeks to identify as confidential information which is not strictly confidential in nature. The Council will not hold information "in confidence" where it is not in fact confidential information.
- 2.6 Any request made by a third party to the Tenderer to disclose information relating to this tender shall be referred immediately to the Council. The Contractor shall not disclose any information themselves.
- 2.7 The successful Tenderer should be aware that following the award of the Contract, the Council shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. The Council shall seek to agree with the successful tenderer the nature of the information to be so protected.

3. Workforce and Related Matters

- 3.1 There are no workforce matters related to this contract.

4. Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the instructions.
- 4.2 Tenders submitted not strictly in accordance with these instructions may not be accepted for consideration. The decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer concerned will be notified.
- 4.3 Returned Tenders must include:
- These Instructions
 - The specification including all required responses
 - The Pricing Schedule, completed
 - The Form of Tender (Appendix A to these Instructions) with tender price and the details of the person responsible for submitting the tender inserted
 - The Declarations (Appendix B to these Instructions) regarding Conflict of Interests, Canvassing and Collusive Tendering and Equalities with the details of the person responsible for submitting the tender inserted
- 4.4 The Council reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.
- 4.5 Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.
- 4.6 Where Tenderers have any questions about the Contract Documentation these should be submitted by email to louise.epc@gmail.com, and in all events prior to the submission of tender. If no questions are raised in connection with the contract documents prior to submitting the tender, the tenderer will be taken to have accepted these in the form as issued by the Council and no negotiation will be entered into after the tender return date.
- 4.7 It is the Tenderer's responsibility to examine the Specification and to obtain all information and carry out all inspections necessary for the completion of the tender and to satisfy themselves on all matters pertaining to the submission of a tender and the performance of the contract. Tenderers will be deemed to have done so and to have satisfied themselves before tendering as to the correctness and sufficiency of their tender to cover all their obligations under the contract and for all matters and things necessary for the proper performance of the contract.
- 4.8 Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own inspection and investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any Tenderer of such information.
- 4.9 The Council reserves the right to make changes of a drafting nature to the contract documentation which shall be accepted by the successful tenderer without reservation. Any such changes that are made during the tender period will be communicated to all interested suppliers via email.
- 4.10 In submitting a Tender, Tenderers accept that:
- the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken

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- they are prepared to attend at the Council, before its officers, members, or both, in order to be interviewed or make a presentation.
- 4.11 **Tenders must be submitted by post to The Clerk, 'Reindeer', Stansted Road, Elsenham, Bishop's Stortford, Herts CM22 6LL.**
- 4.12 No tender documents should be sent in any other form or by any other means of delivery unless specifically requested elsewhere in these instructions.
- 4.13 **Tenders must be submitted no later than 12:00 noon on 23 January 2024** which is the date fixed for the submission of tenders. Tenders submitted after the deadline will not be accepted.
- 4.14 The tender shall be submitted on the basis that it shall remain in force for a minimum of four months from the date fixed for the submission of tenders. If the Council does not accept the tender within this time, then the tender shall be deemed to be withdrawn.
- 4.15 Tenderers undertake that (in the event of the tender being accepted by the Council), within fourteen days of being called upon so to do they will execute a formal agreement. Until such a formal agreement is executed this tender together with the written acceptance of it shall form a binding agreement. NB No such letters of acceptance shall be issued where there are still issues outstanding relating to the contract.
- 4.16 Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the award of the contract or who obtains or attempts to obtain information from any such member or officer concerning any other tender or proposed tender for the contract shall be disqualified from having their tender considered.
- 4.17 Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The Council shall have the power to cancel the Contract and to recover from the appointed tenderer the amount of any loss arising from the cancellation if the tenderer:
- (a) shall have offered or given or agreed to give any member or officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
 - (b) shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in Section 2 above); or
 - (c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that that person shall refrain from tendering.
- 4.18 Tenders must be exclusive of Value Added Tax (VAT).

5. Quality Statement

- 5.1 Tenderers shall submit a Quality Statement, if requested by the Council.

6. Evaluation of Tenders

- 6.1 The contract will be awarded on the basis of the most advantageous tender to the Council and tenders will be evaluated accordingly. The factors which will be utilised in this assessment will all be given equal weight, and are:

Orientation

The proposed orientation of the building within the area available, including the access proposed and the siting of car parking, together with a rationale for the proposal.

External aspect

The appearance and attractiveness of the building.

Design Brief

The extent to which the proposal complies with the Design Brief.

Internal aspect

The interior design, including making best use of space.

Fees

The tenderer's projected fees in accordance with the Design Brief.

Experience

Examples of similar projects completed successfully should be provided and will be considered as part of the evaluation process.

- 6.2 A tender may not be accepted that significantly fails to satisfy any specific criterion, even if it scores relatively well against all other criteria.
- 6.3 Following desktop evaluation of submitted tenders a final short-list of the highest scoring suppliers may be invited to attend an interview or give a presentations. The Council's assessment will form part of the overall evaluation.
- 6.4 Clarifications are statements requested from Tenderers by the Council to remove ambiguity from Tenders. Clarifications will be recorded in writing. If necessary to complete their marking, the Evaluation Panel may seek clarifications from the Tenderer via the Clerk. Clarifications may be sought during the marking process to remove uncertainty over the meaning of any part of the tender. If a clarification provides information not requested by the Council, then this information may not be accepted and may lead to the rejection of a tender at the Council's sole discretion.
- 6.5 Any clarifications will be requested and received before the Evaluation Panel complete their marking. No further requests for clarifications will be made after the marking is completed.
- 6.6 Tenders will be evaluated by a panel comprising a minimum of two representatives from Elsenham Parish Council.

7. Award of Contract

- 7.1 The decision of the Council shall be final.

8. Ownership of Documents

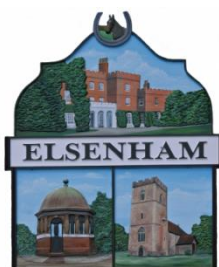
- 8.1. The Tender Documents submitted by the Tenderer are and shall remain the property of the Council.

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## APPENDIX A



### FORM OF TENDER

|                             |  |
|-----------------------------|--|
| <b>Tender for Contract:</b> |  |
| <b>Supplier Name:</b>       |  |

I / We the person/s named below hereby offer and agree on the acceptance of this Tender or any part thereof by the Council to provide the Goods / Services to the Council as described in and in accordance with the Invitation to Tender

I / We hereby offer to provide the said Services for the sums properly due under the Contract as calculated in accordance with the Pricing Schedule attached.

**Tendered Total Cost (in GBP): £.....**

I / We confirm that:

- (a) I / We are fully conversant with all the contract documentation included in the Invitation to Tender; and
- (b) This tender is submitted strictly in accordance with that contract documentation and is without any conditions or qualifications whatsoever; and
- (c) On being called upon to do so by the Council, I / We shall execute the form of Agreement acknowledging our willingness to be bound by the Contract.

**Person authorised to submit the Tender:**

**Name:**.....

**Position:** .....

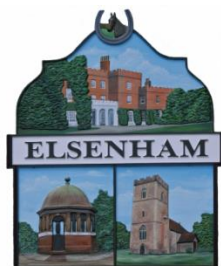
**Signed:** .....

**Dated:** .....



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## APPENDIX B



### DECLARATIONS

|                             |  |
|-----------------------------|--|
| <b>Tender for Contract:</b> |  |
| <b>Supplier Name:</b>       |  |

### CONFLICT OF INTERESTS, CANVASSING & COLLUSIVE TENDERING & EQUALITIES

- 1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest that may arise either during the term of the Contract or for a period of two years after its termination.;
- 2 I / We further hereby undertake that I / We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me / us or acting on my/our behalf will do any such act.
- 3 I certify that
  - (a) this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.
  - (b) I / We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf has done any such act.
  - (c) that I / We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:
    - (i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.
    - (ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Instructions to Tenderers).
    - (iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

- 4 I hereby confirm that I / We comply with all legislation, official guidance and codes of practice relating to equal opportunities, including but not limited to the Equality Act 2010 and any regulations made thereunder:

**Person authorised to submit the Tender:**

**Name:** .....

**Position:** .....

**Signed:** .....

**Dated:** .....