

Crowthorne Parish Council

LOT 1 - MUGA

Maximum budget £60,000 including macadam surfacing.

LOT 2 – MUGA FLOODLIGHTING

Budget TBA

Written: Marianna Pentek

Checked: Melanie Saville

Date: 30/10/2020



Crowthorne Parish Council

Morgan Centre, Wellington Road, Crowthorne, Berkshire RG45 7LD

Phone: 01344 771251

**SECTION 1
INVITATION TO TENDER**



1.0 Instructions to Tenderers and Conditions of Tender Introduction and Background

1.1 The tender documentation comprises the following:

Section 1 Instructions to Tenderers and Conditions of Tender

Section 2 Preliminaries and General Conditions

Section 3 Schedule of Work / Specification

Section 4 Contingency Sums

Section 5 Final Summary

This tender documentation is to be read in conjunction with any supporting documents, and any necessary allowances to achieve compliance with those documents must be included within the value submitted on the Form of Tender.

IMPORTANT NOTE: this document is to be read in conjunction with Crowthorne Parish Council **Tender Evaluation Criteria** which has been provided in conjunction to the tender documentation.

Appendices

Appendix A	Form of Tender
Appendix B	Tendering Declaration
Appendix C	Freedom of Information Exclusion Schedule
Appendix D	Documents to be Returned

1.2 The anticipated tender programme is as follows:

Tender Programme – TO BE AGREED IN CONJUNCTION WITH SUDS

Date	Stage – LOT 1	Stage – LOT 2
	Invitation to Tender	Invitation to Tender
	Tender clarification and query period	Tender clarification and query period
	Tender Return Date	Tender Return Date
	Tender Evaluation	Tender Evaluation
	Contractor Appointment	TBC
	CDM Planning Period	TBC
	Start Date on Site	TBC
	Completion	TBC



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1 week after completion	Project Handover	TBC
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INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

When the successful contractor has been notified, they shall provide a delivery programme to highlight commencement and completion of the works over the **4-week contract period**. Should the contractor not agree with the time scales associated they must declare this on their delivery programme. Bracknell Forest Council proposed to install a **water tank** underneath the new MUGA. This might effect the original timescale, hence all contractor must be able to accommodate and agreeable delay in the project.

Obligations to Tenderer and Tender Pricing Documents

1.3 Tenderers must ensure that they are fully familiar with the nature and extent of the obligations of the Instructions to Tenderers and Conditions of Tender, Tender and Pricing Document and be aware that the performance standards will be strictly enforced. The Tenderer will be deemed to have read, examined and accepted the Instructions to Tenderers, Tender and Pricing Document and the requirements contained therein prior to the submission of the Tender. It is the responsibility of Tenderers to obtain themselves, at their own expense, all information necessary for the preparation of their tender.

1.4 This Invitation to Tender is intended for the addressee only. If you intend using Sub-contractors to help fulfil the Contract, this must be clearly stated within your response.

Accuracy

1.6 You are advised to check the accuracy of your Tender prior to submission.

Form of Submission

1.7 Tenderers shall complete and return the items listed in **Appendix D** – Documents to be returned.

1.8 The Form of Tender must be submitted duly signed. Any items for which you are **unable** to offer a price should be identified. Any other revisions to the Tender may invalidate the tender submitted.

Expenses/ Losses

1.9 Crowthorne Parish Council will not be responsible for payment of costs, expenses or losses which may be incurred by any Tenderer in the preparation and submission of their Tender, including



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site visits, attending pre or post contract presentations/ interviews or negotiations in connection therewith.

Format of Tender Submissions

1.10 All tenders are to be returned to Crowthorne Parish Council as detailed in section 1.34 of this document.

1.11 Crowthorne Parish Council cannot undertake to give consideration to any tender submitted otherwise, including telephone, email, and facsimile.

1.12 The closing time and date for receipt of tenders is **12:00 noon on 15th February 2021**. Any tender submissions received after the closing date will be rejected. Suppliers must ensure that they leave adequate time prior to the closing date to submit their response.

1.13 Tenders not in accordance with these instructions will be rejected.

1.14 Tender responses will not be opened until after the closing date for receipt of tenders has elapsed.

Unsuccessful Tenders

1.15 Notification of proposed award of contract will be given to all tenders during which time, unsuccessful tenderers may request a de-brief from Crowthorne Parish Council in respect of their tender submission and evaluation itself. However, CPC is not bind to provide evaluation, where it may compromise commercially sensitive information.

Successful Tender

1.16 An authorised representative from the Crowthorne Parish Council (or approved representative) will notify the successful tenders.

Invitation to Tender Material

1.17 ITT material will be published on the government website: (<https://www.gov.uk/contracts-finder>) in line with Crowthorne Parish Council financial regulations and legal requirements. The information issued to the Tenderer by Crowthorne Parish Council to which the Tenderer has been given access, for the purposes of this ITT. ITT material remains the property of Crowthorne Parish Council and is released solely for the purpose of tendering.

1.18 **Return of ITT Material:** In the event that a recipient of ITT Material decides not to participate in the submission of a tender, the hard copy ITT Material shall be returned to its place of issue without delay. If a tender is submitted to the Crowthorne Parish Council, the ITT Material may be retained by



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the Tenderer until the result of the competition is known. In the event that the Tenderer's bid is unsuccessful the ITT Material shall be returned to its place of issue without delay. This will not apply to any written material which sent out electronically.

1.19 Intellectual Property Rights in ITT Material: The Intellectual Property in ITT Material will belong to Crowthorne Parish Council. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of the Crowthorne Parish Council.

Consultants, Contractors, Sub-Contractors and Suppliers

1.20 It is the responsibility of Tenderers to provide proposed Sub-Contractors and Suppliers where applicable for all the technical and commercial information necessary to allow those potential Sub-Contractors and Suppliers to provide their proposals to the Tenderer. Crowthorne Parish Council will not answer to any direct approach from such potential Sub-Contractors and Suppliers for details of any particular Invitation to Tender.

1.21 Tenderers are required to submit with their tender a schedule of all proposed Sub-Contractors, Suppliers and other Service Providers to be involved in the design delivery of the services.

Errors in Tenders

1.22 Tenderers will be given the opportunity to either stand by any genuine errors in their pricing or withdraw from the tendering process.

Confidentiality

1.23 Tenderers are to note the following:

They must not communicate any figures or other information indicating tender prices to any third party before the time set for the return of Tenders. (The only exception to this requirement is for the obtaining of insurance quotations, such information to be given in strict confidence).

They must not obtain or try to obtain any information in connection with any other Tender before the time set for the return of Tenders.

They must not make or discuss any arrangement with any third party regarding whether, or not they should tender, or about their, or any other party's Tender.

They shall not, without any prior approval in writing, take, or authorise the taking of, any photographs of any project for use in publicity or advertising or publish alone, or in conjunction with others, any articles, photographs or other illustrations relating to any project or any part thereof, nor impart to



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any publication, journal, newspaper, film or any radio or television programme any information relating to any project. Tenderers are required to submit a signed 'Declaration' as provided for return with their tender.

Tender Queries

1.24 During the tender period all queries should be made via Marianna Pentek at Crowthorne Parish Council email: projects@crowthorne-pc.gov.uk **Working hours:** Mondays and Wednesdays between 8.30 am and 5 pm.

1.25 All written tender queries will be endeavoured to be acknowledged within 3 working days and answered within 5 working days. All questions and answers will be disclosed to all Parties.

Tender Information/ Revisions

1.26 At any time after the issue of the Invitation to Tender, Crowthorne Parish Council reserves the right to issue changes to Tender Information / Requirements. Tenderers, when preparing their submissions, must, as with the information generated by Tender Queries and Responses take these changes into account in drawing offer(s).

1.27 No alterations or qualifications to any of the tender documents shall be made unless they have been agreed in writing by Crowthorne Parish Council.

1.28 The purpose of this Invitation to Tender is to elicit an unequivocal bona-fide tender which is capable of acceptance for the purpose of appointing a contractor.

1.29 The Tenderers submission should not include any brochures or commercial information.

Tender Acceptance

1.34 ***Crowthorne Parish Council does not bind itself to accept the lowest or any tender*** and may refuse to consider any Tender which is incomplete or qualified in any way or not completed in strict accordance with the instructions contained within the invitation tender. Tenderers are able and encouraged to quote for LOT 1 and LOT2 together, or separate. The successful contractor will be selected for LOT 1, however LOT 2 will be under further consideration due to the necessary planning permission required, and Crowthorne Parish Council might not choose a successful contractor at this time.

Tender Return Information

All tender returns must be sent to the following:

Return Tender via email and marked as the following: **TENDER – MUGA (LOT 1 & 2)**



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**SECTION 2
PRELIMINARIES**



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JCT MINOR WORKS BUILDING CONTRACT

The Contract: JCT Minor Works Building Contract 2016 Edition.

Requirement: Allow for the obligations, liabilities and services described.

THE RECITALS

FIRST - THE WORKS

The work comprises:

Phase 1 – MUGA Design & Installation

Phase 2 – MUGA Lighting

Location: Morgan Recreation Ground, Lower Broadmoor Road, Crowthorne, Berkshire, RG45

7LA

SECOND - CONTRACT DOCUMENTS

Contract drawings: As listed in (2.1.5) Drawings which are part of the contract documents, such as the contract drawings, or under MWD, the drawings produced by the contractor.

Contract documents: The following have been prepared which show and describe the work to be done: Contract Drawings to be completed by Contractor and Contract Specification provided by Crowthorne Parish Council

THIRD - PRICED DOCUMENTS

Documents to be priced or provided by the Contractor: Priced Contract Specification

FOURTH – CONSTRUCTION INDUSTRY SCHEME

The status of the employer is as stated in the contract particulars

FIFTH – THE CONSTRUCTION DESIGN AND MANAGEMENT REGULATIONS

The status of the project is as stated in the contract particulars

SIXTH – FRAMEWORK AGREEMENT

The Contract is not supplemented by a Framework Agreement.

SEVENTH – Supplemental Provisions

1 to 6 is as stated in the contract particulars



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THE ARTICLES

3 - CONTRACT ADMINISTRATOR

Contract Administrator: See clause A10/140.

4 - PRINCIPAL DESIGNER

Principal Designer: See clause A10/150.

CONTRACT PARTICULARS

Fourth Recital and Schedule 2 - BASE DATE

Base date: Ten days prior to tender return.

Fourth Recital and clause 4.2 - CONSTRUCTION INDUSTRY SCHEME (CIS)

Employer at the Base Date is **NOT** 'contractor' for the purposes of the CIS.

Fifth Recital - CDM REGULATIONS

The project is not notifiable.

Sixth Recital – The sixth recital will be deleted, does not apply.

Seventh Recital and Schedule 3 - SUPPLEMENTAL PROVISIONS

Collaborative working: Paragraph 1 applies

Health and safety: Paragraph 2 applies

Cost savings and value improvements: Paragraph 3 applies

Sustainable development and environmental considerations: Applies

Performance indicators and monitoring: Does not apply

Notification and negotiation of disputes: Applies

Where paragraph 6 applies, the respective nominees of the parties are:

Employer's nominee: Marianna Pentek

Contractor's nominee: TBC

Or such replacement as each party may notify to the other from time to time.



CLAUSES

Clause 2.2 - COMMENCEMENT AND COMPLETION

Date for Commencement of the Works: 1st May 2021

Date for Completion: 29 days from Date of Commencement of the works (30th May 2021)

Clause 2.8 - LIQUIDATED DAMAGES

At the rate of £880.00 per week or part thereof.

Clause 2.10 - RECTIFICATION PERIOD

Period: Twelve months from the date of practical completion.

Clause 4.3 – INTERIM PAYMENTS

The first due date is: One month from commencement of the work,

Clause 4.3 - PERCENTAGE OF THE TOTAL VALUE OF THE WORK ETC.

Percentage: 95 per cent.

Clause 4.3 - PERCENTAGE OF THE TOTAL AMOUNT TO BE PAID TO THE CONTRACTOR ON OR AFTER PRACTICAL COMPLETION

Percentage: 97½ per cent.

Clause 4.3 and 4.8 – FLUCTUATIONS PROVISION

Schedule 2 (Contribution, Levy and Tax Changes): Does not apply.

Percentage to be added for Fluctuations Option: N/A

Clause 4.8.1 - SUPPLY OF DOCUMENTATION FOR COMPUTATION OF AMOUNT TO BE FINALLY CERTIFIED

Period: 1 month from the date of practical completion.

Clause 5.3 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR

Property Insurance cover (for any one occurrence or series of occurrences arising out of one event): Not less than £10,000,000.00.



**Clauses 5.4A, 5.4B and 5.4C - INSURANCE OF THE WORKS ETC -
ALTERNATIVE PROVISIONS**

Clause 5.4B (Works and existing structures insurance by Employer in Joint Names): Applies

Clauses 5.4A.1 and 5.4B.1.2 - PERCENTAGE TO COVER PROFESSIONAL FEES

Addition: 15 per cent.

Clause 7.2 - ADJUDICATION

The Adjudicator is: A member of the Royal Institution of Chartered Surveyors.

Nominating body: Royal Institution of Chartered Surveyors.

Schedule 1 paragraph 2.1 - ARBITRATION

Appointor of Arbitrator (and of any replacement): President or a Vice president of:
The Royal Institution of Chartered Surveyors.

THE CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

SECTION 2: CARRYING OUT THE WORKS

SECTION 3: CONTROL OF THE WORKS

SECTION 4: PAYMENT

SECTION 5: INJURY, DAMAGE AND INSURANCE

SECTION 6: TERMINATION

SECTION 7: SETTLEMENT OF DISPUTES

The Contract: Will be executed as a deed.



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**SECTION 3
SCHEDULE OF WORKS**



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		£	P
Measurements			
A	Quantities stated within the specification item are for the guidance of the contractor in pricing. However, the Contractor shall be aware that this is not a quantities-based contract, and, as such he will be deemed to have visited the site to ascertain the full extent and nature of the various works described and indicated on the contract drawings.		
B	No claims shall be considered which result from a lack of knowledge and discrepancy from information reasonably obtained from on-site investigations.		
C	All areas and measurements provided are provisional in nature and are subject to remeasure at the appropriate rate.		
D	Each item of the specification is to be priced individually to allow Crowthorne Parish Council the choice of the extent of works.		
	General Requirements		
E	The Contractor shall note that the items contained in the Works Schedule have been described in reasonable detail, but the Contractor shall consider them in conjunction with the working drawings, associated manufacturer's recommendations and the actual work on site, and shall allow in his prices for everything necessary for carrying out the works in the best manner whether specifically mentioned or not.		
F	The project requires Planning Permission. The successful contractor will be required to obtain with CPC help, the necessary Planning Permissions for Lot 1 & Lot 2.		
G	Where approximate quantities are stated, they are for guidance only and the Contractor is advised to make his own assessment of the actual quantities required by visiting site prior to submitting a tender.		
H	No alterations or qualifications of any kind are to be made by the Contractor to this Specification without written agreements of the Contract Administrator.		
I	Unless stated otherwise the contractor is to allow for the supply of all material associated with the works.		
J	The contractor is to ensure that strict access and egress arrangements are maintained throughout the contract to minimise the effect on the day to day operations of the recreation ground.		
	Subtotal (1)		



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K	No works to be started without prior arrangement with the Contract Administrator and agreement of the Programme of Works. No claims for loss of time and other charges will be entertained should the above procedure not be complied with.	£	P
L	Provide all necessary temporary protection to maintain the property in a secure and weather tight condition throughout the duration of the works.		
M	Unless otherwise stated all debris and redundant materials are to be carted from site and disposed of in accordance with all current legislation regarding disposal of waste materials. Disposal of waste materials is to be conducted in accordance with the Contractors Site Waste Management Plan. All disturbed surfaces are to be made good prior to installation of new.		
N	Report immediately to the Contract Administrator any suspected asbestos based materials discovered during the works that have not been identified already, and work should stop immediately. Avoid disturbing such materials and agree with the Contract Administrator a safe method of removal/encapsulation. Work can only commence following written approval from the Contract Administrator.		
O	If the material which the sample represents is to be stripped, removed or disturbed in any way then arrangements must be made to comply with the Control of Asbestos Regulations 2012, and any other relevant legislation.		
P	The Contractor shall ensure that all material and workmanship comply with Regulation 7 of the Building Regulation 2010, and relevant British and European Standards.		
Q	All electrical and mechanical installations/alterations are to be designed, altered and installed by the Principal Contractors Sub Contractor. The details of these are to be passed to the Contract Administrator for approval prior to commencement of works		
Z	The Contractors price is to include for all safe access equipment, safety scaffolding, hoisting and secure storage on site throughout the works.		
Subtotal (2)			



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	£	P
Welfare		
A Contractors shall price to the supply of their own welfare, for the full duration of the works. Should the Client offer welfare as option a cost saving is to provided. All Welfare costs are to be clearly shown in the tender submission.		
Asbestos Based Materials		
B Report immediately to the Contract Administrator (CA) any suspected asbestos based materials discovered during the works that have not been identified already, and work should stop immediately. Avoid disturbing such materials and agree with CA a safe method of removal / encapsulation. Work can only commence following the written approval of the CA. If there is any doubt regarding this procedure it must be raised		
C If the material which the sample represents is to be stripped, removed or disturbed in any way then arrangements must be made to comply with The Control of Asbestos Regulations 2012, approved Codes of Practice and any other relevant legislation.		
D All tendering contractors' employees should have received suitable and sufficient asbestos awareness training and should be able to provide documentary evidence prior to works commencing on site.		
E Copies of air clearance certificates must be issued prior to reoccupation by the client, whether this is handwritten certificates while the formal documentation is being finalised.		
Subtotal (3)		



LOT 1 – MUGA CONSTRUCTION

	£	P
<p>A Removal of 2 basketball posts from existing area (location at either end: 3.5m and 7m from the side of the court). Area to be filled in with crushed concrete, consolidate and make good. Ensure the area will not sink in due course creating trip hazards.</p>		
<p>B Install root barrier to ensure longevity of playing court on all sides (approximate 126 meters length). Product to be used GreenBlue Urban ReRoot600 and use ReRoot jointing tape to allow root-proof joints.</p> <p>Depth: Top of vertical barrier 10mm below finished topsoil level.</p>		
<p>C Install ducting, complies with BS EN 61386-24:2010 for potential MUGA lighting at a depth of not less than 450mm and follow the most obvious route, such as a straight line or following the alignment of the MUGA court. Ends to be kept closed and marked on the final drawings.</p>		
<p>D Install pre-cast concrete perimeter kerbs to the MUGA perimeter (approx. 126 meters), bedded in hunched in concrete foundation, finished at final wearing course tarmac level. Reinstate topsoil to finished level and reseed.</p>		
<p>E Macadam Surfacing Preparation: - MIGHT BE REMOVED AT LATER STAGE. PLEASE PRICE IT UP FOR NOW</p> <p>Sweep & clear surface of as much debris & loose material. Pierce court with 30mm dia holes and fill with 6-10mm stone. Chase out tarmac to allow new macadam to flow down to new edges. Apply a moss and algae treatment.</p> <p>Apply anti slip colour coating for whole court (as additional element).</p> <p>Overlay existing base (after prep work above), with new Multisports Tarmac Surface (in line with BS EN13108) 35mm deep open textured wearing course, providing a new base with correct levels and tolerances. Manufactured from Limestone Aggregate to reduce abrasions to the skin in the event of a fall. (If alternative mix proposed please describe and price accordingly.)</p>		
<p>Subtotal (4)</p>		



FENCING AND SPORT EQUIPMENT		£	P
A	<p>3,000mm high steel rebound fencing, all manufactured panels reduce the rebound noise level. They must reduce vibration and reverberation due to the closeness of private housing.</p> <p>Fencing to confirm BS EN 15312:2007 or similar, steel to be Galvanised and /or Powder coated in either RAL6005 Moss Green - includes corner and end posts as required</p>		
B	<p>3 * 3.0m high x 1.2m wide single pedestrian gate lockable (with marine grade key pad) gate (DDA compliant) with top infill rebound fencing. Steel and Galvanised and /or Powder coated in either RAL6005 Green - includes corner and end posts as required. Please note the gates are self closing.</p>		
C	<p>Install 2 * multi-sport goal structure suitable for both football and basketball on far sides. It must extended 3 metres high panels are designed to reduce the escape of balls from MUGA.</p>		
D	<p>Install 2 reverse-facing basketball hoop externally; with 2 additional fence panel (up to 4 meters in height) to stop ball getting into closed MUGA</p>		
E	<p>Install 1 set of stainless-steel (made of 76mm square steel) net retaining posts (removeable) , with a heavy duty brass winder, including locking sockets, and tennis net conform to BS EN 1510.</p> <p>(Preferred supplier: https://www.harrodsport.com)</p>		
F	<p>Install a pair of uprights made from 50mm diameter plated steel with punched ring holes. Ring height is fully adjustable to 2.44m, 2.75m and 3.05m heights. 2mm nylon twine netting. Include a pair of 10mm practice ring and 16mm competition rings Please ensure the sockets are lockable sockets. specially designed locking sockets.</p> <p>(Preferred supplier: https://www.harrodsport.com)</p>		
Subtotal (6)			



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COMPLETION		£	P
A	Upon completion, the Contractor is to ensure that any disturbed areas are made good.		
B	Ensure the entire site and all areas affected by the works are left clean and tidy. Remove all debris and any redundant plant and materials from the site.		
C	O&M manuals are to be provided by the contractor upon completion.		
Subtotal (7)			



LOT 2 - FLOODLIGHTS

		£	P
	Regulations and Standards		
A	<p>The Electrical Contractor shall ensure that the installation is installed, inspected and tested in accordance with the following:</p> <ul style="list-style-type: none"> - The Requirements for Electrical Installations, IET Wiring Regulations 17th Edition, BS 7671:2008 including amendments and guidance notes. - Statutory Acts including Health & Safety at Work Act, Electricity at Work Regulations 1989 and Workplace (Health Safety and Welfare) Regulations. - British Standards and British Standards Codes of Practice. Where an appropriate standard does not exist, CENELEC Harmonisation or IEC Standard shall be used where relevant. - National Inspection Council for Electrical Installations, Contractors Standards for Installation. 		
B	<p>General Method of Installation</p> <p>The electrical services installation shall be wherever possible flush concealed with the MUGA and use the already laid ducting. The Electrical Contractor shall liaise during the construction phase of the project with the Main Contractor, if any to conceal cables wherever possible.</p>		
C	<p>Protection</p> <p>Allow for temporary protection to maintain the properties current condition throughout the duration of the works. Contractor shall also take a photographic schedule of the working areas to document condition prior to commencement of the works.</p>		
D	<p>Contractor is to allow for disposal of all materials unless specified within the specification / Schedule of work.</p>		
E	<p>All skips within 7.5m of the building must be lockable, the contractor should make an assessment of the site set up provisions during the tender period. Variations of skip type will not be accepted during the delivery unless driven by client change of this clause.</p>		
F	<p>The contractor shall provide a cost for the design, supply and installation of new LED MUGA pitch lighting. There are 4nr units to be installed on site with 900w LED Elevas Asymmetrical flood lighting by Kingfisher lighting or similar approved.</p> <p>Lux levels to be achieved on the MUGA are to be 750Lux and not greater, as part of the tender submission contractors' proposals are to be submitted.</p>		
	Subtotal (1)		



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COMPLETION		£	P
A	Upon completion, the Contractor is to ensure that any disturbed areas are made good.		
B	Ensure the entire site and all areas affected by the works are left clean and tidy. Remove all debris and any redundant plant and materials from the site.		
C	O&M manuals are to be provided by the contractor upon completion.		
Subtotal (2)			



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	£	P
Please show all pricing on the works schedule below – LOT 1		
Preliminaries Welfare.....		
Site security.....		
Supervision.....		
Access equipment.....		
Protection.....		
Please show all pricing on the works schedule below – LOT 2		
Preliminaries Welfare.....		
Site security.....		
Supervision.....		
Access equipment.....		
Protection.....		
Works		
LOT 1 - MUGA Delivery		
LOT 2 - Flood lighting		
O&M Manuals including as fitted drawings.....		
Training if needed		
Subtotal		



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5.0

FINAL SUMMARY

	£	P
Section 1 – Invitation to Tender		
Section 2 – Preliminaries and General Conditions		
Section 3 – Works Schedule – LOT 1		
Section 3 – Works Schedule – LOT 2		
Section 4 – Contingency Sums		
Subtotal		



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**APPENDIX A
FORM OF TENDER**



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FORM OF TENDER

For MUGA construction (LOT 1) and MUGA Lighting (LOT 2) On Behalf of **Crowthorne Parish Council**

I/We having read the Conditions of Contract and the Specification and Drawings delivered to me/us do hereby offer to execute and complete the whole of the works described for LOT 1 the following Fixed Price Sum:

.....
.....(£.....)
(20% VAT £.....)

I/We having read the Conditions of Contract and the Specification and Drawings delivered to me/us do hereby offer to execute and complete the whole of the works described for LOT 2 the following Fixed Price Sum:

.....
.....(£.....)
(20% VAT £.....)

I/We undertake in the event of your acceptance to execute with you a Form of Contract embodying all the conditions and terms contained in this offer.

I/We understand that the cost of preparing this tender is to be borne entirely by the Contractor.

I/We agree that this is a wholly bona-fide tender and the tender price will not be divulged to any person or body before the time for the submission of the tender.

I/We agree that the Employer will observe the general principles contained in JCT Practice Note 2016.

I/We undertake to complete the Works within the period stated in the specification.

I/We understand that the lowest or any tender will not necessarily be accepted.

I/We understand that this tender remains open for consideration for 180 days from the date fixed for the submission of tenders.

Dated this..... day of 2021

Name of Contractor:.....

Registered Office:.....

.....

Signature of Contractor:.....

This tender must be returned no later than date and time detailed on the Invitation to Tender



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**APPENDIX B
TENDERING DECLARATION**



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TENDERING DECLARATION

Works: For MUGA construction (LOT 1) and MUGA Lighting (LOT 2) On Behalf of Crowthorne Parish Council. In response to the Invitation to Tender for Crowthorne Parish Council, Asbestos Abatement (priority 1 works) I/We, the undersigned, confirm that in submitting a tender against this contract that I/We

1 declare that to the best of my/our knowledge the answers submitted, and information contained in this document are correct and accurate.

2 understand that the information submitted within this tender will be used in the selection process to assess my/our organisation's suitability to be awarded the Contract.

3 understand that the Customer may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

4 certify that I/We have not done, and I/We will not, at any time before the notification of tender results, do any of the following:

4.1 Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;

4.2 Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;

4.3 Offer to pay or give or agree to pay 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 this or 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 anybody or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

5 undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.



Tendering Declaration Continued...

6 understand that the Customer is not bound to accept any tender it receives.

7 contract and agree, on the acceptance of this tender, in whole or part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the terms and conditions of the Contract.

8 accept the terms and conditions of the Contract set out in the Invitation to Tender, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this tender in strict conformity with those terms and conditions.

9 understand that my/our responses to the questions posed in this Invitation to Tender including any explicit or reasonably implied undertakings, will form part of any contract subsequently entered into between myself/ourselves and the Customer.

10 confirm that if our tender is accepted we will, if required, upon request and without delay:

(a) Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;

(b) Sign a formal contract document if required;

~~**11** confirm that I/we understand and will comply with the retrospective rebate provision as detailed in Section 2, Introduction and key contract requirements, of the Invitation to Tender, Part A, supported by clause 16 in the terms and conditions of the Framework Agreement.~~

12 agree that unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

13 certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Invitation to Tender. I/We understand that false information could result in my/our exclusion from further participation in this and future tender processes.



Crowthorne Parish Council

Morgan Centre, Wellington Road, Crowthorne, Berkshire RG45 7LD

Phone: 01344 771251

Tendering Declaration Continued...

14 Am/are aware of the consequences of serious misrepresentation. This Tendering Declaration should be signed by a director, partner or other senior authorised representative in his/her own name and on behalf of the organisation.

SIGNED by _____ (Designation e.g. Director)

Name in capitals _____

For and on behalf of _____

Date _____



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**APPENDIX C
FREEDOM OF INFORMATION EXCLUSIONS SCHEDULE**



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Freedom of Information Exclusions Schedule

Tenderers' attention is drawn to the Conditions of Tender and the Terms and Conditions of the Contract.

As a public body, the Customer is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Customer shall treat all Tenderers' responses as confidential during the procurement process but may receive requests information after the Contract is awarded which it will need to consider, applying the principles of the FOIA. More information is available on www.ico.org.uk

While the Customer aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information is identified to the Customer below.

Tenderers are advised to refer to the FOIA to determine what they are entitled to identify as confidential or commercially sensitive. Simply stating that the entire document is confidential or commercially sensitive is unlikely to be acceptable and Tenderers should note that ultimate disclosure of information is at the sole discretion of the Customer. Failure to complete the below will result in the Customer considering that none of your tender submission is confidential or commercially sensitive.

Tenderers should state below which items of information (if any) supplied by them in their tender they regard as confidential or commercially sensitive or which should not be disclosed in response to a request for information under the FOIA. Tenderers should state why they consider the information to be confidential or commercially sensitive. Confidential or commercially sensitive information need to be marked as follows:

I believe that the following information is commercially sensitive:



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Freedom of Information Exclusions Schedule continued...

The information above should not be disclosed to any third party for the following reasons (references to the Freedom of Information Act 2000 would be helpful):

The information should be treated as confidential or commercially sensitive until the following date(s):

SIGNED by _____ (Designation e.g. Director)

Name in capitals _____

For and on behalf of _____

Date _____



Crowthorne Parish Council

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Phone: 01344 771251

**APPENDIX D
DOCUMENTS TO BE RETURNED**

I/We hereby acknowledge the return of the following documentation by email:

Tick as appropriate

1	Form of Tender (Appendix A)	
2	Tendering Declaration	
3	Freedom of Information Exclusion Schedule	
4	Priced Works Schedule	
5	Priced Section 5 (Contingency Sums)	
6	Priced Section 6 (Final Summary)	
7	Delivery Programme	

Signed:

Date:

Position:

Company: