

**INVITATION TO TENDER**

**Demolition of Northminster Car Park**

**Peterborough City Council**

**Document A**

(To be retained by the Tenderers)

Tenders should be submitted using the request within SourceDogg. Tenderers may retain this document A for reference.

## Summary instructions and details of contract

|  |  |
| --- | --- |
| Item | Contract details |
| Contract Description: | The purpose of this Invitation to Tender (ITT) is to appoint a Contractor to Demolish Northminster Multi Storey Car Park |
| Insurance Requirements (shall be maintained for the duration of the contract): | Public Liability (Min. £20 Million)  Employers Liability (Min. £10 Million) |
| Period of Contract: | 18/11/19 – 31/01/20 |
| Clarification Questions: | Any queries must be submitted using the SourceDogg E-Sourcing System before 14/10/19 @ 12:00hrs Only enquiries received through the SourceDogg system will be answered. |
| Submission instructions: | Tenderers are to submit their tender response in accordance with the terms and conditions – E-Tendering |
| Tenders to be sent to: | E-TENDERING ONLY - Tenders must only be submitted through the SourceDogg system. Tenderers must not submit Tenders by postal methods or via e-mail to the Council. |
| Closing Date/time for Tender return: | *25/10/19 @ 12.00 Noon* |

## Procurement Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

|  |  |
| --- | --- |
| Element | Date(s)/time |
| Issue of Invitation To Tender | *07/10/19* |
| Site Visits | *14/10/19* |
| Clarification question deadline for Tenderer’s questions to be submitted to the Council | *15/10/19* |
| Submission of Written Tenders | *25/10/19* |
| Evaluation of Tenders | *01/11/19* |
| Notification of Result of Evaluation | *06/11/19* |
| Expected Date Of Award Of Contract(s) | *07/11/19* |
| Contract Commencement | *19/11/19* |
| Contract Completion | *31/01/20 (TBC)* |

**CHECKLIST FOR TENDERERS**

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

|  |  |  |
| --- | --- | --- |
| **No** | **Item** | **Included in Tender?** |
| 1.  1.1  1.2  1.3  1.4  1.5  1.6  1.7 | The requirements detailed below are required to be completed within SourceDogg;  Contractor Contact Details including details of a senior representative who will act as the primary contact for all discussions, correspondence, reference visits, interviews and other matters relating to this tender process (section 4 in SourceDogg).  A copy of your Public Liability Insurance min £20 Million certificate (section 10.2 in SourceDogg) or confirmation that you can commit to obtain Public Liability Insurance min £20 Million prior to contract commencement (section 2.3 in SourceDogg).  A copy of your Employers Liability Insurance min £10 Million certificate (section 10.2 in SourceDogg) or confirmation that you can commit to obtain Employer Liability Insurance min £10 Million prior to contract commencement (section 2.5 in SourceDogg).  Signed and Completed Form of Tender, Declaration of Connection with Officers or Elected Members of the Council, Certificate in Respect of Canvassing, Certificate in Respect of Bona fide Tendering, declaration of payment of national minimum wage and declaration of national living wage act (section 2 in SourceDogg).  Programme  There is a requirement for each Tenderer to submit a Programme. This must be set out clearly the dates by which the tenderer would achieve the required section and overall completion date. The programme submitted by the successful tenderer will form an important part of the Contract Document.  Proposed Sub-Contractors  Details are to be provided of the Tenderer’s proposed sub-contractors in relation to the Works.  Parent Company Guarantee Undertakings  A parent company guarantee may be required by the Employer. |  |
| 2.  2.1  2.2  2.3 | Quality - Method Statements are to be completed within SourceDogg as detailed below;  Please submit a detailed method statement on how you will establish and manage a safe system of work. Health and Safety Information - A statement must be submitted with the tender describing the organisation and resources which the Contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of sub-contractors and any person who may be affected by the Works, including:  1. A copy of the Contractor's health and safety policy document, including risk  assessment procedures.  2. Accident and illness records for the past five years.  3. Records of previous Health and Safety Executive enforcement actions.  4. Records of training and training policy.  5. The number and type of staff responsible for health and safety on this project with  details of their qualifications and duties.  Please outline your experience in the demolition of car park structures, in particularly outlining any experience of working on a lift-slab structure.  Drawing on your experience, please outline what you believe to be the three key risks to the deconstruction and advise how you would mitigate these.  Please provide at least one case study and reference for a project of similar size and nature and detail any team members with relevant experience who are proposed for this project.  Please outline your proposed methodology for the deconstruction of the structure including proposed site setup, proposed access and welfare facilities.  Note that it is our intention for the market to stay active throughout the construction project. Please explain how you would manage working within an active environment and minimize disruption to local stakeholders.  You may wish to cover control of dust and noise, waste removal, deliveries and any interaction with local stakeholders.  Any documents requested and required as part of the response must be uploaded and appended to the relevant method statement in SourceDogg. |  |
| 3. | Contract Price - Tenderers are required to complete the Pricing Document in Preliminary document in the format provided and upload into SourceDogg. Tenderers are required to ensure that all items in the pricing document are fully priced and the format of the pricing document is not amended. |  |

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**1 EXECUTIVE SUMMARY**

* 1. **Overview of Project**

**1.1.1The tendering contractor should be aware that the car park is a “lift slab” construction, this type of structure is known to have experienced structural failures.  As such the employer is seeking suitably qualified contractors to undertake a full assessment of the structure and prepare a safe working procedure for its demolition.  The temporary works drawings and reports included within the tender documents provided is an assessment of the structure at the time of inspection and its current condition.  These documents have been prepared on behalf of the Employer both to advise of and reduce the risks associated with the condition of the current structure ahead of and during its demolition.**

**The tendering contractor should ensure that they study these documents and the risks associated with the structure in its current form and the proposed methodology for demolition to ensure all are fully considered.  Particular attention should be focused upon any live loads created during the demolition process and ensuring these are kept to an absolute minimum.”**

**1.2 Project Aims and Objectives**

**1.3 The Site**

1.3.1 Site Visit

1.3.1.1 Tenderers will be allowed to visit, inspect and examine the Northminster Car Park site during the tender period.

1.3.1.2 The Tenderer is recommended to familiarise itself with the extent of the works required and to generally satisfy itself on all matters, which may in any way influence its tender submission, of the site to ascertain all particulars relating to and affecting the proposed works, including but not limited and the execution of the contract generally as no claim afterwards on the grounds of want of such knowledge will be entertained.

1.3.1.3 Should the Tenderer determine not to visit the site then no claim or adjustment to the tender prices due to a lack of knowledge or appreciation of the site requirements will be considered.

1.3.1.4 Tenderers should arrange a site visit providing the names and job titles of those who will be attending, to Rebecca Close, Mobile 07813 785953 or E-Mail: Rebecca.close@hamsonbarronsmith.com. Any such visit shall be at the sole cost of the Tenderer concerned.

1.3.1.5 All questions raised and answers provided during the site visit will be recorded and provided to Tenderers through the SourceDogg E-sourcing system.

**1.4 General Site Constraints and Considerations**

**1.5 Project Partners**

**1.6 Governance**

**1.7 Planning Overview**

**2 THE OPPORTUNITY**

**2.1 Delivery Requirements**

**2.2 Design Requirements**

**2.3 Standards that Apply**

**2.4 Other Requirements**

**2.5 Community Engagement**

**2.6 Funding Available and Viability**

**2.7 Registered Providers**

**2.8 Indicative Programme**

**3 PRINCIPLES OF THE PROJECT CONTRACT**

**3.1 List of Technical Reports**

**3.2 Further Information**

**3.3 Project Team**

**3.4 Project Contract**

3.4.1 Contract Documents

3.4.1.1 Any resulting Contract will be based upon the JCT Intermediate Building Contract 2016 and specific amendments. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts. Once the Tender has been awarded the Council will contact the successful Tenderer and arrange for the Contract to be executed.

3.4.1.2 Any Contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed. The Council will allow a voluntary standstill period of 5 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

3.4.1.3 This Invitation to Tender constitutes the Contract Documents under the Contract. In preparing the tenders, tenderers must have reference to all documents included and referred to in the Invitation to Tender.

3.4.1.4 The documents submitted by the successful tenderer, as part of their tender, will constitute part of the Contract Documents and will include;

* Form of Tender
* Declarations
* Parent Company Guarantee or Performance Bond
* Method Statements Responses
* Programme
* Pricing
* Proposed Sub-Contractors
* Alternative Method Tenders
* Quality Control resources
* Health and Safety Information

**4 SUBMISSION REQUIREMENTS**

**4.1 Evaluation Framework**

4.1.1 Evaluation of Tenders will be carried out by a panel appointed by the Council which may include a procurement officer to observe, the project quantity surveyor (QS), two members from the Council and the lead architect.

4.1.2 The evaluation has been split into two main areas:

4.1.2.1 Quality - Method Statements – 40%

4.1.2.2 Contract Price - 60%

4.1.3 Tenderers are required to answer a series of Quality Questions in the form of method statements. These questions are set out in detail within the SourceDogg system, allowing Tenderers to upload any relevant documents requested and required with their response to each question. Tenderers are required to answer all questions. Tenderers must clearly mark any documents to show the question they relate to. The questions are designed to explore suitability in key areas. Each method statement answer will be scored against a quality scoring matrix having a scoring range of 0 to 10 points: 10 being the highest. Please find the Scoring Matrix below;

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|  |  |
| --- | --- |
| **Assessment of responses** | |
| **Evaluation of method statements** | |
| Scoring: The replies to questions within Method Statement section will be scored as a whole as follows: | |
| **10 marks** | **Excellent Response.**  \* The response is comprehensive in all areas  \* Organisation demonstrates an excellent understanding of the requirement  \* Organisation demonstrates a very high level of skills/abilities to meet the requirement  \* All key policies/standards/best practice guidance are referenced and incorporated in the submission  \* The evaluation panel has a very high confidence level that the bidder will deliver the service as per standards listed in the service specification. |
| **8 marks** | **Good Response.**  \* The response covers all critical areas  \* The bidder demonstrates high level of understanding of the requirement  \* The bidder demonstrates high level of skills/abilities to meet the requirement  \* The bidder references majority of key policies/standards/best practice guidance where appropriate  \*The evaluation panel has high confidence level that the tenderer will be able to deliver the service as per standards listed in the service specification |
| **6 marks** | **Satisfactory Response.**  \* The response covers most key areas  \* The bidder demonstrates an acceptable level of understanding of the requirement  \* The bidder demonstrates acceptable level of skills/abilities to meet the requirement  \* The bidder references some key policies/standards/best practice guidance where appropriate  \* The evaluation panel has acceptable level of confidence that the bidder will be able to deliver the service as per standards listed in the service specification. |
| **4 marks** | **Response Does not Meet Required Standard**  \* The response is missing key elements  \* The organisation demonstrates poor understanding of the requirement  \* The bidder demonstrates poor level of skills/abilities to meet the requirement  \* The Bidder included a minimal amount of policies/standards/best practice guidance and not referenced where expected  \* The evaluation panel has some confidence that the bidder will be able to deliver the service as per standards listed in the service specification |
| **1 mark** | **Poor Response**  \* The response is missing key elements or no detail is provided  \* The bidder demonstrates no understanding of the requirement  \* The bidder has provided no evidence of skills/abilities to meet the requirement  \* Where applicable the bidder has provided no policies/standards/best practice guidance \* The evaluation panel has no confidence that the bidder will be able to deliver the service as per standards listed in the service specification. |

4.1.4 A weighting will be applied to each question to factor in its importance; details of the actual weightings are contained within the SourceDogg system, however, an explanation of how these are calculated is contained within this section.

4.1.5 The following table demonstrates how the weightings are applied to the scores attributed to the method statement questions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| % of Total Marks for whole Method Statement Section | Question Number | Max Score | Applied Weighting | Achieved Score (AS) | Weighted Achieved Score (WAS) |
| 40% |
|  | 1 | 10 | 5 | XX | XX% |
|  | 2 | 10 | 15 | XX | XX% |
|  | 3 | 10 | 20 | XX | XX% |
|  | Total | 30 | 40 | XX | XX% |

4.1.6 The weightings applied are repeated within SourceDogg next to each method statement question for ease of reference by tenderers.

4.1.7 The higher the weighting the more percentage marks are attributed to the question.

**Contract Price Evaluation Element**

4.1.8 The Contract Price section is scored out of a maximum of 60%; the lowest priced Tender will be allocated 100% and then the other tenderers will be allocated marks based on the difference between their Tenders and that of the lowest priced Tender.

4.1.9 The price used for evaluation purposes is the total cost sum for the Works the Tenderer should enter those prices within the pricing document Document B in the SourceDogg system.

4.1.10 Below are examples of Contract Price scoring using hypothetical values not connected in any way to goods or services being tendered

*Tenderer A submits a price of £100,000*

*Tenderer B submits a price of £150,000*

*Tenderer C submits a price of £250,000*

*Tenderer D submits a price of £300,000*

Based on these hypothetical prices

*Tenderer A* is the lowest and is awarded 100% of the marks = 60%

*Tenderer B* is the second lowest and scores 100000/150000 x 60 = 40%

*Tenderer C* is third lowest, therefore they score 100000 / 250000 x 60 = 24%

*Tenderer D* is fourth lowest, therefore they score 100000 / 300000 x 60 = 20%

4.1.11 During the evaluation period, the Council reserves the right to seek clarification from any or all of the Tenderers where information or documentation to be submitted by any Tenderer is or appears to be incomplete or erroneous, or where specific documents are missing, the Council may (but is not obliged to) request the Tenderer concerned to clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.

4.1.12 if any items are left unpriced the Tenderer shall be deemed to have included elsewhere in his rates and prices for the cost of carrying out the work described for that item.

4.1.13 Tenders will be evaluated to determine the Most Economically Advantageous Tender, taking into account both quality and price.

**4.2 Tender Information**

4.2.1 This Invitation to Tender (“ITT”) is issued to all tenderers who express an interest in the requirement.

4.2.2 The content of this ITT and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. This information must not be copied, reproduced, distributed, passed or disclosed to any third party without the prior written consent of the Council. If a Tenderer is unable or unwilling to comply with this requirement, they are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

4.2.3 Tenderers must not undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

4.2.4 This ITT is made available in good faith and the information contained within the ITT is believed to be correct at the time of issue. No warranty express or implied is given as to the accuracy, adequacy or completeness of the information contained in it and any liability arising from any inaccuracy, in adequacy or incompleteness is therefore expressly excluded by the Council and its advisers, to the fullest extent permitted by law. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer.

4.2.5 The Council reserves the right to cancel the tender process at any point and is not bound to accept any Tender. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for the Contract.

4.2.6 If Tenderers have any questions or require any clarifications or additional information, they must use the SourceDogg E-Sourcing System. Enquiries/requests for clarifications or additional information must be received in accordance with the tender timetable. Only enquiries/requests received through the SourceDogg system will be answered. No verbal or telephone requests for information will be accepted. The Council will choose whether or not to provide additional information and therefore some requests may be declined.

4.2.7 Other than the Council’s procurement team, no Council employee, member of the Council or Council appointed consultants involved in this procurement has the authority to give any information or make any representation (expressed or implied) in relation to this ITT or any other matter relating to the Contract.

4.2.8 The Council will respond to all reasonable clarifications received from the Tenderers by the deadline specified within the tender timetable by publishing the Tenderer’s questions and the Council’s response to them on the SourceDogg E-Sourcing System.

4.2.9 Please note that all questions and answers submitted by Tenderers will be made public through the SourceDogg System. The Tenderer’s name and contact name will be anonymised. Therefore all Tenderers will have public access to all clarification questions submitted by all the Tenderers and the Council’s responses, in an anonymised format.

4.2.10 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

4.2.11 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

4.2.12 Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

4.2.13 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

4.2.14 The Council will determine through the ITT evaluation process which Tenderer’s submission provides the Most Economically Advantageous Tender (MEAT) to the Council.

4.2.15 Tenders must be written in the English language, drafted in accordance with the requirements set out in this ITT, and submitted in accordance with the deadlines detailed in this ITT.

4.2.16 Tenderers must provide the information set out in the SourceDogg request.

4.2.17 Only one Tender submission is permitted from each Tenderer.

4.2.18 The Tender (including price) must remain valid for a minimum period of 180 days from the deadline date for the submission of Tenders.

4.2.19 The Tender must be submitted full and final and not be qualified in any way and must not be dependent on any other bid or other factors external to the Tender itself. The Employer shall be entitled to reject qualified or conditional Tenders or may request that the qualification or condition is withdrawn in full without any adjustment to the Tender offer.

4.2.20 Any signatures or confirmations must be made by a person who is authorised to commit the Tenderer to the Contract.

4.2.21 Tenderer’s full registered business/name and if relevant company number, and main office address must also be provided on all documents submitted.

4.2.22 In the event that Tenderers’ believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact and notify the Council using the SourceDogg E-Sourcing System, **no later than 4 working days** (which is Monday – Friday, excluding bank/public holidays in England) **before the submission deadline date for the Tender** to enable any technical queries to be investigated and resolved. Please note that SourceDogg have a “live chat” facility where their customer services team are able to assist Tenderers with using the SourceDogg E-Sourcing system, click the “Click here to chat” button on the right hand side in the system.

4.2.23 The Tenderer shall submit a fully priced Tender based on the requirements set out within the ITT.

4.2.24 ALTERNATIVE TENDERS - The following alternative tenders are required:

Alternative Tender Nr 1 - Fixed Price Tender in accordance with the stated programme.

Alternative Tender Nr 2 - Fixed Price Tender in accordance with the Contractors Programme. If the Contractor is unable to commence meaningful demolition works by 19th November 2019, then the Contractor is to include for the temporary propping strategy in the interim, as referred to in Appendix E, until such time as the Contractor determines the propping is no longer required.

4.2.25 Precautionary Propping Design - The carpark structure is actively monitored by a structural engineer to monitor for signs of deterioration.

Within Appendix E a design for precautionary propping has been prepared. The propping is designed to provide extensive support in the case of rapid deterioration of the structure.

Item 13 has been added to the Contract Sum Analysis for this precautionary design to be costed by the tenderer, this element will not be brought forward to the form of tender and will therefore not be evaluated within this tender.

The cost is required to inform the client of budget should the precautionary propping require to be implemented. The Client may instruct the precautionary propping design to proceed (in whole or part) at any time at the recommendation of the monitoring surveyor.

For the avoidance of doubt all temporary propping which the Contractor intends to use within their methodology for the deconstruction of the carpark should be included within item 9 of the Contract Sum Analysis and be brought forward to the form of tender.

4.2.26 ALTERNATIVE METHOD TENDERS - In addition to and at the same time as his tender for the Works as defined in the tender documents, the Contractor may, at his discretion, submit alternative method(s) of construction for consideration. Such alternative(s) will be deemed to be Alternative Tender(s) and each must include a complete and precise statement of the effects on cost and programme. Alternatives which would involve significant changes to other work will not be considered.

Full technical data for each such alternative(s) must be submitted at time of tender, together with details of any consequential amendments to the design and/or construction of other parts of the Works.

4.2.27 The Council reserves the right to change the requirements of the ITT from time to time. If at the time of change the ITT has gone live, the Council will inform the tenderers of any change and if necessary adjust the timing accordingly, to ensure tenderers have sufficient time to respond to the ITT.

4.2.28 The Council reserves the right to disqualify any tenderer that does not submit a compliant Tender in accordance with the instructions in the ITT. The Council also reserves the right to disqualify any Tenderer that is guilty of a serious misrepresentation in relation to its Tender or the tender process. The Council reserves the right to withdraw this ITT at any time or to re-invite tenders on the same or any alternative basis.

4.2.29 The Council reserves the right to choose not to award any contract as a result of this procurement process. The Council also reserves the right to make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

4.2.30 The Council reserves the right to mark down or reject any Tender which does not meet the requirements specified in this ITT. Each Tenderer must complete the method statements by clearly demonstrating how it will deliver the requirements set out in the Specification and with any services offered in addition to the minimum set out in the Specification clearly identified as such.

4.2.31 Tenderers are required to respond to all sections of the ITT where a response is required, including properly signing the declarations and the Tender must be clear, concise and complete. In the event that a Tenderer fails to provide a response where one is required, or if the Tender is incomplete or contains any ambiguities, caveats or lacks clarity, they may be deemed non-compliant and eliminated from the tender process. Tenderers should clearly mark their Tenders with the reference within the Invitation to Tender to which they relate. All information shall be supplied in the format and order specified in the Invitation to Tender and SourceDogg Request.

4.2.32 The Council will not consider Tenders received after the closing time and date. The Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Tenderers of any change.

4.2.33 Tenderers are not entitled to contact the Council to ask for any information on the progress or possible outcome of the evaluation whilst this is still in progress.

4.2.34 During the evaluation period, the Council reserves the right to seek clarification from any or all of the Tenderers where information or documentation to be submitted by any Tenderer is or appears to be incomplete or erroneous, or where specific documents are missing, the Council may (but is not obliged to) request the Tenderer concerned to clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.

4.2.35 Tenders will be evaluated to determine the Most Economically Advantageous Tender, taking into account both quality and price.

4.2.36 Tenders must constitute a comprehensive response to all questions and requirements set out in this Invitation to Tender. The Employer reserves the right to:

4.2.36.1 Determine whether or not to enter into a Main Contract with the successful tenderer;

4.2.36.2 grant the second place tenderer “Reserve Contractor” status to whom the Employers shall be entitled to revert to in the event that they decide not to process to enter into Main Contract with the Contractor. (For avoidance of doubt the Employers also reserve the right to appoint the third placed tenderer “Second Reserve Contractor” status and so on for the remaining unsuccessful tenderers. A tenderer’s reserve contractor status shall automatically lapse upon execution of the Main Contract by the Contractor or another reserve contractor).

**4.3 Insurances**

4.3.1 The following insurances shall be in place and maintained for the duration of the contract;

Public Liability (Min. £20 Million)

Employers Liability (Min. £10 Million)

**4.4 Disclaimer and Important Information**

4.4.1 Doing Business with Peterborough City Council

4.4.1.1 The Council has a strong belief in propriety and ethics. The Council reserves the right to terminate/cancel any Contract awarded arising from this procurement process, and to recover from the Tenderer the amount of any loss sustained by the Council as a result of such termination/cancellation in any of the following cases (full termination rights are set out in the Contract documents):

i) if the Tenderer or any person engaged by it (including the Tenderers suppliers, agents, volunteers, servants, officers, or representatives or consortium members, or those of the Tenderer shall have directly or indirectly offered or have given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or execution of the Contract (or any other contract with the Council), for showing favour or disfavour to any person in relation to the Contract (or any other contract with the Council), for the improper performance of a relevant function or activity, or for showing or not showing favour or disfavour in relation to any Contract with the Council;

ii) if the Tenderer or any person engaged by it (including the Tenderers suppliers, agents, volunteers, servants, sub-contractors, officers, representatives or consortium members, or those of the Tenderers sub-contractors) shall have committed any offence under the Bribery Act 2010 or under legislation or common law concerning fraudulent acts, or shall have given any fee or reward the receipt of which is an offence under Section 117(3) of the Local Government Act 1972; or

iii) If the Tenderer or any person engaged by it (including the Tenderers suppliers, agents, volunteers, servants, sub-contractors, officers, representatives or consortium members, or those of the Tenderers sub-contractors) shall have defrauded, attempted to defraud or conspired to defraud the Council.

4.4.1.2 Tenderers must declare any connection between themselves or their employees (including the Tenderers suppliers, agents, volunteers, servants, sub-contractors, officers, representatives or consortium members where allowed, or those of the Tenderers sub-contractors), and any officer or elected member of the Council in Appendix 4. Such a connection will not automatically preclude Tenderers from being awarded the Contract, the information will enable the Council to effectively manage any potential conflict of interests.

4.4.1.3 Tenderers are also required under this section to report any concerns in respect to the conduct of the Council, its members or officers in respect to the letting of the Contract or during the provision of the Contract. Concerns should be directed to the Assistant Director of Legal and Democratic Services, on 01733 452539 or the Chief Internal Auditor, on 01733 384557.

**4.5 Appendices**

**4.6 Draft project Specific Contract**

**4.8 Form of Tender**

4.8.1 This must be in the form provided within Appendix I in SourceDogg. Tenderers must ensure that they insert the information required in all relevant sections of the form of tender. The document must be signed by two directors of the tenderer, or one Director and the Company Secretary, and must be dated and uploaded into Sourcedogg.

**4.9 Site Ownership Plan**

**4.10 Technical Reports**

**4.11 Relevant Design Information**

**4.12 Relevant Planning Information**

**4.13 Other Relevant Information**

**4.13.1 Freedom of Information act and Environmental Information Statement**

4.13.1.1The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

4.13.1.2As part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

4.13.1.3The Council shall treat all Tenderers’ responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the Freedom of Information Act.

4.13.1.4If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties”** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

4.13.1.5The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

4.13.1.6The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

4.13.1.6.1 Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

4.13.1.6.2 Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

4.13.1.6.3 In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

4.13.1.7 Tenderers should be aware that in compliance with its transparency obligations the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

4.13.2 **Disclosure and Barring Service**

4.13.2.1The Council considers that the Contract will be carried out in an environment in which it is not necessary that some or all individuals carrying out the Contract will be required to be subject to a standard Disclosure and Barring Service (DBS) check

4.13.3 Parent Company Guarantee Undertaking

4.13.3.1Tenderers may be required to obtain a Parent Company Guarantee.

4.13.4 National living Wage, National Minimum Wage

4.13.5.1Bidders will be required to ensure that all staff employed or workers otherwise contracted or sub-contracted in relation to this Contract, who are based in or posted to the United Kingdom, shall be paid at rates no less favourable than those laid down by the National Minimum Wage Act 1998 as amended by The National Minimum Wage (Amendment) Regulations 2016 (as these may updated by United Kingdom law).

4.13.6 Terms and Conditions - E-Tendering

4.13.6.1 Electronic Submission

* The Council will only accept documents for Tenders or quotations placed on the E-Tendering System to be received electronically unless explicitly stated otherwise in the Tenderer’s instructions.
* Tenders submitted via the Electronic Tendering system must be received in full prior to the closing time.
* If the electronic files containing the tender are corrupt, contain a virus or are unreadable for any reason, the Tender will not be considered.
* Immediately prior to submitting a Tender electronically the Tenderer must check the electronic files making up the Tender for viruses using fully current virus checking software and must remove all viruses from the files.
* The Council accepts no responsibility for a provider misunderstanding instructions or incorrect use of the system.
* Tenderers acknowledge and accept, in respect of electronically transmitted tenders, that lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to the closing time. (***No single file should be over 10mb****.*)
* The Council shall not be liable or responsible for the loss, damage, destruction or corruption of any Tender, however caused.
* The Council until after the Tender closing time may not discover corruption or unreadable files submitted via the Electronic Tendering System.
* Faults in the Tenderer’s system are not the responsibility of the Council and no extension to the closing time will be made.
* The server clock within the E-Tendering System shall govern the time.

4.13.7 Sub-Contractors Employed by the Contractor

4.13.7.1 The Employer has a preference, insofar as is commercially viable, for the Main Contractor to use SME sub-contractors within the vicinity of Peterborough.

4.13.7.2 Any sub-contractor with a design element engaged by the Contractor to undertake elements of the works, must complete and execute a JCT form of sub-contractor’s Collateral Warranty in favour of the Employer

4.13.7.3 Where any such design sub-contractor is a subsidiary of another company, the Employer reserves the right to require the Contractor to procure that the design subcontractor’s parent company also completes and executes a Parent Company Guarantee in the same form as that requested above, subject to insertion of such details and the making of such revisions as the Employer

4.13.8.. **INABILITY TO TENDER**

4.13.8.1 If the Contractor cannot tender for any part(s) of the work as defined in the tender documents he must inform the Quantity Surveyor as soon as possible during the tender period defining the relevant part(s) and stating the reason(s) for his inability to tender.

4.13.9. **PRICING PRELIMINARIES**

4.13.9.1 - The Contractor must submit a detailed build-up of his pricing of the Preliminaries showing "fixed charges" (charges for work the cost of which is to be considered as independent of duration) and "time related charges" (charges for work the cost of which is to be considered as dependent on duration) separately within seven days of being requested to do so by the Quantity Surveyor and in any event before he commences work on site.

4.13.9.2 Errors in Priced Bills of Quantities will be dealt with in accordance with the JCT Practice Note - Tendering.

4.13.9.3 PERIOD OF VALIDITY - Tenders must remain open for consideration (unless previously withdrawn) for not less than twelve weeks from the date fixed for the submission or lodgement of tenders.

4.13.10 **TIMESCALES**

4.13.10.1 A provisional timescale for appointment is as follows:

1. It is anticipated that a Contractor will be appointed within three weeks of receipt of tenders.
2. The date of possession will be within four weeks of a Contractor being appointed.

Attention is drawn to the wording of the Form of Tender and to the further conditions contained therein.

4.13.11. **QUALITY CONTROL RESOURCES** -

4.13.11.1 A statement must be submitted describing the organisation and resources which the Contractor proposes and undertakes to provide to control the quality of the Works, including the work of Sub-Contractors. The statement must include the number and type of staff responsible for quality control, with details of their qualifications and duties.

4.13.12. ADDITIONAL **INFORMATION**

4.13.12.1 An exclusion zone has been anticipated for market traders operating on the north elevation of the market, however the remainder of the market is anticipated to remain open during the demolition of the carpark. Fresh products and hot food are sold at the market therefore the control of dust will be critical to its active operation.