

## **SECTION 2 - INFORMATION AND INSTRUCTIONS FOR SUBMITTING A TENDER**

### **Tenders should be submitted in accordance with the following instructions.**

**1. Invitation to Tender**

The Authority is seeking tenders from suitably experienced and equipped consultants to undertake the Services.

**2. Basis of Tenders**

Tenders are being invited on an open award procedure.

**3. Scope**

Tenders are being invited on the basis of undertaking the whole of the Services. However, the Authority reserves the right to split the award of the Services into packages.

**4. Contract Period**

Tenders are invited for period of a single task.

**5. Tender queries**

6.1 Tenderers are advised to study the tender documentation and all other documentation provided by the Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.

Any queries concerning the information contained in this Brief should be sent to:

[Hazel.Crowther@peakdistrict.gov.uk](mailto:Hazel.Crowther@peakdistrict.gov.uk). Copied to:

[Kate.Williams@naturalengland.org.uk](mailto:Kate.Williams@naturalengland.org.uk);

Tender queries should be submitted no later than Wednesday 21<sup>st</sup> May 2025

6.2 There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT.

6.3 Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

**6. Errors in completed tenders**

Where examination of a Tender reveals arithmetical errors the tenderer will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its Tender within 7 days.

**7. Sufficiency of Tender**

The contractor shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender and to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract. The Authority will not accept and shall not be liable for any claims that are based upon a Contractor's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

**8. Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of 3 months from the Tender Return Date.

**9. Tendering procedure**

9.1. **Tenders must be submitted electronically:**

- 9.1.1. It is the Tenderer's responsibility to ensure that its Tender complies with the submission requirements and is received by the Authority by the date and time set out. The Authority accepts no responsibility for any problems arising from the Authority's or the Tenderer's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the Authority's or the Tenderer's email systems or Tenderer's failure to check their email system for correspondence received from the Authority about this Tender. Tenderers must note that the current maximum size of any email receivable by the Authority is 10mb. It is the responsibility of the Tenderer to ensure that its Tender is received by the Authority. Tenderers are strongly advised not to submit their Tender immediately before the tender return deadline.
- 9.2. The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined.
- 9.3. The Tender shall be made on the Form of Tender at **Appendix 1**, Itemised Costs at **Appendix 2** and completed columns **E** and **F** for all sites in the spreadsheet at **Appendix A**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:
- 9.3.1. Response to the Quality criteria set out in **Section 1**, including CVs;
- 9.3.2. Tender Questionnaire at **Appendix 4** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to in it
- 9.3.3. Non-collusive tendering certificate at **Appendix 5** signed on behalf of the Tenderer and submitted to us in pdf format;
- 9.3.4. Details of any part of the Services to be sub-contracted to be included in the Form of Tender at **Appendix 1**. **If any Services are to be subcontracted, a response to the Quality Criteria at Section 1(i) must also be provided for the subcontractor, together with CV's;**
- 9.3.5. Details of suppliers (if applicable);
- 9.3.6. Any other information requested in the ITT.

**Tenders must be submitted by e mail to [Tenders@peakdistrict.gov.uk](mailto:Tenders@peakdistrict.gov.uk)**

**By 17.00pm on Friday 6<sup>th</sup> JUNE 2025**

**The following, and only the following, must be used in the subject line:**

**REF: TENDER RETURN '*Morridge Hill Country*' Habitat Restoration Tender**

**All attachments must be in pdf form**

**No information must be included in the covering e mail apart from the identity of the sender and a list of attachments**

**9.4. THE DEADLINE FOR RECEIPT OF TENDERS IS 17.00pm ON THE TENDER RETURN DATE.**

9.5. No tender received after the specified time on the Tender Return Date shall be considered.

9.6. The Authority does not undertake to accept the lowest or any tender/ rates or the highest scoring tender.

## **10. Tender evaluation – general requirements**

10.1. The Authority will be conducting a full financial and technical evaluation of all tenders.

10.2. In the evaluation of tenders the following may also apply:

10.2.1. Method statements, risk analysis and resources analysis;

10.2.2. Written technical and financial references (including the Tenderer's financial accounts for such period as shall be notified) may be requested and considered as part of the evaluation procedure;

- 10.2.3. As part of the evaluation of the Tenderer's technical and professional ability and previous experience of contracts delivered for the Authority or other public bodies the Authority is entitled to take into account any failure to discharge obligations under previous relevant contracts undertaken by the Tenderer (or any proposed sub-contractor) in assessing whether the required minimum standards for the Services are likely to be met. The Authority may ask the Tenderer (or any sub-contractor) for evidence (in the form of statements from previous clients or otherwise) evidencing performance on previous comparable contracts or consider evidence of performance on previous comparable contracts for the Authority;
- 10.2.4. All other matters and information which the Authority in its absolute discretion deems applicable or relevant.

## **11. Basis of Tender**

- 11.1. The Tender shall show the Tendered sum for the actual Services and the VAT separately.
- 11.2. The Tender must include value of all of the Services and materials supplied by the Tenderer as part of the Services (if requested) and must cover all costs and expenses which may be incurred in order to complete the Services in accordance with the Tender Documentation and to assume all express and implied risks, liabilities and obligations imposed by the Conditions, the Brief and all other documents forming part of the Tender Documentation.
- 11.3. The value of the Contract, based on the tendered rates for Services, will be agreed in writing prior to Services Commencement Date.
- 11.4. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.

## **12. Sub-contracting**

- 12.1. When submitting its Tender, the Tenderer must notify the Authority of any parts of the Services that it proposes to sub-contract. Failure to do so may invalidate any such Tender.
- 12.2. The Authority requires that a full résumé of the sub-contractors experience be submitted by the Tenderer.

## **13. Award of Contract**

- 13.1. The Authority anticipates (but does not guarantee) to award a Contract within 1 month of the Tender Return Date.
- 13.2. The successful Contractor will be required to promptly execute and return to the Authority the Contract in the form attached at **Appendix 7** or such other format reasonably required by the Authority (including a contract with a landowner, as set out in Section 1) incorporating the Conditions at **Appendix 8** and Tender Documentation (and any variations as set out in the Contract) and until such execution the successful Tenderer together with the Authority's written acceptance shall constitute the Contract.

## **14. Obligations**

Parties proposing to submit a tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

**A site visit is advised, but not mandatory.** Tenderers are invited to visit the site(s) **(excluding the Additional Areas)** to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Services and will be deemed to have done so before submitting a Tender. **The Additional Areas must not be visited without the prior consent of the Authority.**

## **15. Accuracy**

Information supplied to Tenderers by the Authority (whether in these documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Authority for any inaccurate information obtained by Tenderers.

## **16. Confidentiality**

All information supplied by the Authority in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotes necessary for the preparation of the Tender.

#### **17. Canvassing**

Tenderers face automatic disqualification if they canvass for the Contract by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

#### **18. Transparency**

19.1 The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which requires the Authority to publish the Tender Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the "Contract"), and the name of the consultant; the date on which the contract was entered into; the value of the contract; and whether the consultant is a SME or VCSE. The Tenderer gives its consent for the Authority to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.

19.2 The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.