

INFORMATION AND INSTRUCTIONS FOR SUBMITTING A TENDER

Tenders should be submitted in accordance with the following instructions.

1. Invitation to Tender

The Authority wishes to undertake restoration works and a moorland survey within the Warslow Estate for the purpose of improving hydrological functioning at Dove Headwaters ("the Works") The Authority is seeking tenders from suitably experienced and equipped contractors to undertake the Works.

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 Works. However, the Authority reserves the right to omit some or all of the Works at its entire discretion depending on sufficiency of funding.

4. Contract Period

Tenders are invited for the period required for the completion of the Works (subject to contract).

5. Presentation to the Authority

As part of the award procedure Tenderers may be asked to make a presentation to Officers of the Authority on methods proposed for the performance of the Works. In this event further details will be sent out following the deadline for the receipt of tenders and will include the scope of the presentation. Promotional material should not be sent with the Tender. This does not prevent the submission of pre published material where this is incorporated in the Tender submission response.

6. 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.

All queries concerning the information contained in this specification should be sent to:

Hazel.Crowther@peakdistrict.gov.uk

Tender queries should be submitted no later than **Monday 4th January 2021**

~~6.2~~ There should be no other contact with Authority staff about this Tender. Failure to observe this instruction shall be regarded as an attempt to seek an unfair advantage and shall result in your exclusion from this procedure.

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.

7. 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.

8. 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

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or have due regard for any information necessary to prepare a fully compliant and complete tender.

9. Period of Validity

Tenderers are required to keep their tenders valid for acceptance for a period of 6 months from the Tender Return Date.

10. Tendering procedure

10.1. Tenders must be submitted electronically:

10.1.1. **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 wait to submit their Tender until immediately before the tender return deadline.**

10.2. 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.

10.3. The Tender shall be made on the Form of Tender at **Appendix 3**, Itemised Costs at **Appendix 4**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

10.3.1. Response to each of the Quality criteria as set out;

10.3.2. Tender Questionnaire at **Appendix 6** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein

10.3.3. Non-collusive tendering certificate at **Appendix 7** signed on behalf of the Tenderer and submitted to us in pdf format;

10.3.4. Details of any part of the Works to be sub-contracted;

10.3.5. Copies of all insurance certificates requested, for the Contractor and any sub-contractors;

10.3.6. Details of suppliers of moorland restoration products and materials proposed (e.g. bog building plants, dam materials)

10.3.7. Any other information requested in the ITT.

Tenders must be submitted by e mail to Tenders@peakdistrict.gov.uk

By 12.00pm on Friday 8th January 2021

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

REF: TENDER RETURN Dove Headwaters Project

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

10.4. **THE DEADLINE FOR RECEIPT OF TENDERS IS 12.00pm ON THE TENDER RETURN DATE.**

10.5. No tender received after the specified time on the Tender Return Date shall be considered. Any such tender shall be returned promptly to the Tenderer by the Chief

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Financial Officer who may open the tender only to ascertain the name and address of the Tenderer.

10.6. The Authority reserves the right to reject abnormally low tenders.

11. Tender evaluation – general requirements

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

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

11.2.1. Method statements, risk analysis and resources analysis;

11.2.2. 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;

11.2.3. 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 Works 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;

11.2.4. All other matters and information which the Authority in its absolute discretion deems applicable or relevant.

11.3. The Authority may also seek clarification in respect of the Method Statement and resources analysis in various ways including but not limited to:

11.3.1. Site visits;

11.3.2. Interviews with the Contractor's key personnel who would be assigned to the Contract and appropriate senior managers.

12. Basis of Award

The Authority will award the Contract on the basis of the most economically advantageous tender. That tender shall be identified on the basis of the best price-quality combination, and shall be assessed using the published **EVALUATION AND MARKING SCHEME**. This can be found in the project briefs attached at section 1 parts 1, 2 and 3 and **Appendix 8**.

13. Basis of Tender

13.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.

13.2. The Tender must include value of all of the Works and materials supplied by the Tenderer as part of the Works (if requested) and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with the Tender Documentation and to assume all express and implied risks, liabilities and obligations imposed by the Conditions, the Specification and all other documents forming part of the Tender Documentation.

13.3. The value of the Contract, based on the tendered rates for Works, will be ascertained in writing prior to Works Commencement Date.

13.4. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.

13.5. Tenders must price in for hazards, and associated health and safety aspects of the design (see **Appendix 5**)

14. Sub-contracting

14.1. When submitting its Tender, the Tenderer must notify the Authority of any parts of the Works that it proposes to sub-contract. Failure to do so may invalidate any such Tender.

14.2. The Authority requires that a full résumé of the sub-contractors experience be submitted by the Tenderer.

15. Award of Contract

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- 15.1. The Authority anticipates (but does not guarantee) to award a Contract within 6 months of the Tender Return Date.
- 15.2. The successful Contractor will be required to promptly execute and return to the Authority the Contract in the form attached at **Appendix 9** incorporating the Conditions at **Appendix 10** and the Tender Documentation (and any agreed variations as set out in the Contract) and until such execution the successful Tender together with the Authority's written acceptance shall constitute the Contract.

16. 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.

17. 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.

18. 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.

19. 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.

20. Legal Form

A Tender may be submitted by a group of economic operators (for example, a consortium) but the successful Tenderer will be required to take a legal form (for example a company or LLP) prior to signing the contract. If the Tender is submitted by more than one natural person they shall enter into the contract on a joint and several liability basis.

20. Withdrawal of Tender Opportunity

The Authority reserves the right to withdraw or amend this ITT, to abandon or discontinue this procurement and not to accept the best or any Tender or award any contract at all.