



**Hythe & Dibden**  
**PARISH COUNCIL**

## **Invitation to Tender**

**For the provision and installation of a storage facility  
(Tractor Shed)**

**Maintenance Workshop, Tates Copse, Frost Lane, Hythe  
Southampton**

**“What 3 words” for deliveries. The location is [///chat.habit.busy](https://chat.habit.busy)**

### **INSTRUCTIONS TO TENDERERS**

Hythe and Dibden Parish has appointed Bayside Building Consultancy to project manage the Provision and installation of a storage facility at a Maintenance Workshop located in Tates Copse, Frost Lane, Hythe, Southampton The contact details of the Project Manager are Nick Pavlou telephone 07737 245 506 email [nick@baysidebc.co.uk](mailto:nick@baysidebc.co.uk)

#### **1. General Provisions**

- 1.1. These Instructions to Tenderers together with the Specification, the Conditions of Contract, the Tender and the acceptance thereof [and other documentation referred to in paragraph 4.4 below] shall constitute the whole agreement between the Council and the Tenderer.
- 1.2. Tenderers must comply with these instructions. The Tenderer must complete and return, in its entirety, the Form of Tender (at Appendix A). Any tender not complying in any particular may be rejected by the Council whose decision in the matter shall be final.
- 1.3. By inviting you to tender and/or including you on a list of selected candidates the Council makes no representations whatsoever regarding your financial stability, technical competence or ability in any way to carry out the services.
- 1.4. The Council does not bind itself to accept the lowest or any tender.
- 1.5. The Council shall not be responsible for any costs, expenses or losses which may be incurred by any Tenderer in the preparation of, or otherwise in connection with the tender.
- 1.6. The Council may in its absolute discretion withdraw this invitation to tender at any stage.

#### **2. Confidentiality and Related Matters**



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

### **3. Workforce and Related matters**

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

### **4. Tender Submission**

- 4.1. Tenders must be submitted strictly in accordance with the instructions.



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- 4.2. Tenders submitted not strictly in accordance with these instructions may not be accepted for consideration. The decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer concerned will be notified.
- 4.3. Returned Tenders must include:
  - These Instructions
  - The specification including all required responses
  - The Pricing Schedule, completed
  - If requested, Environmental Method Statement, completed
  - Any other requested Method Statements
  - The Form of Tender with tender price and the details of the person responsible for submitting the tender inserted
  - The Declarations regarding Conflict of Interests, Canvassing and Collusive Tendering and Equalities with the details of the person responsible for submitting the tender inserted
  - Standardised selection questionnaire.
- 4.4. The Council reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.
- 4.5. Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.
- 4.6. Where Tenderers have any questions about the Specifications or other Contract Documentation these should be submitted by email to [nick@bayside.co.uk](mailto:nick@bayside.co.uk) and in all events prior to the submission of tender.
- 4.7. If no questions are raised in connection with the contract documents prior to submitting the tender, the tenderer will be taken to have accepted these in the form as issued by the Council and no negotiation will be entered into after the tender return date.
- 4.8. It is the Tenderer's responsibility to examine the Specification and to obtain all information and carry out all inspections necessary for the completion of the tender and to satisfy themselves on all matters pertaining to the submission of a tender and the performance of the contract. Tenderers will be deemed to have done so and to have satisfied themselves before tendering as to the correctness and sufficiency of their tender to cover all their obligations under



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the contract and for all matters and things necessary for the proper performance of the contract.

- 4.9. Information supplied by the Council or its Consultant (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own inspection and investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any Tenderer of such information.
- 4.10. The Council reserves the right to make changes of a drafting nature to the contract documentation which shall be accepted by the successful Contractor without reservation. Any such changes that are made during the tender period will be communicated to all interested suppliers.
- 4.11. In submitting a Tender, Tenderers accept that:
- the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken

Your tender is to be sent in a **sealed envelope bearing no company identification and marked Storage Facility** to The Clerk to the Council, The Grove, 25 St John's Street, Hythe, Southampton, SO45 6BZ by **NOON on the 7<sup>th</sup> April 2023** Tenders received after the deadline will not be accepted

- 4.12. No tender documents should be sent in any other form or by any other means of delivery unless specifically requested elsewhere in these instructions.
- 4.13. The tender shall be submitted on the basis that it shall remain in force for a minimum of two months from the date fixed for the submission of tenders. If the Council does not accept the tender within this time, then the tender shall be deemed to be withdrawn.
- 4.14. Tenderers undertake that, (in the event of the tender being accepted by the Council) within fourteen days of being called upon so to do they will execute a formal agreement in the terms set out. Until such a formal agreement is executed this tender together with the written acceptance of it shall form a binding agreement. NB No such letters of acceptance shall be issued where there are still issues outstanding relating to the contract.
- 4.15. Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the award of the contract or who obtains or attempts to obtain information from any such member or officer concerning any other tender or proposed tender for the contract shall be disqualified from having their tender considered.
- 4.16. Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The Council shall have the power to cancel the Contract



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and to recover from the appointed Contractor the amount of any loss arising from the cancellation if the Contractor:

- (a) shall have offered or given or agreed to give any member or officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
- (b) shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in Section 2 above); or
- (c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that that person shall refrain from tendering.

4.17. Tenders must be exclusive of Value Added Tax (VAT).

### 5. Environmental Statement

5.1. Tenderers must submit an Environmental Statement.

### 6. Timetable

6.1. The first date in the following timetable is firm. The other dates are current best estimates.

<b><i>Final Tender closing date (12:00 noon)</i></b>	<b><i>7 April 2023</i></b>
<b><i>Award contract (following tender being presented to Full Council)</i></b>	<b><i>27 April 2023</i></b>
<b><i>Works on site should begin by</i></b>	<b><i>1<sup>st</sup> August 2023</i></b>
<b><i>Completion of contract delivery</i></b>	<b><i>Within 3months of start date</i></b>

### 7. Award of contract

7.1. The decision of the Council shall be final.

### 8. Ownership of Documents

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



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Appendix A

### FORM OF TENDER

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

I/We the person named below hereby offer and agree on the acceptance of this Tender or any part thereof by the Council to provide the [Goods / Services](#) to the Council as specified.

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

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

I/We confirm that:

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

**Person authorised to submit the Tender:**

**Name:** .....

**Position:** .....

**Dated:** .....

**DECLARATIONS**

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

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

1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest that may arise either during the term of the Contract or for a period of two years after its termination. ;

2 I/We further hereby undertake that I/We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act.

3 I/We certify that  
(a) this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.  
(b) I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf has done any such act.  
(c) that I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

- (i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.
- (ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Instructions to Tenderers).
- (iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

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

**Person authorised to submit the Tender:**  
**Name:**.....  
**Position:** .....  
**Dated:** .....