

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 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 split the award of the Works into packages.

4. Contract Period

Tenders are invited for period of a single task.

5. Tenderers to visit

Tenderers are invited to visit the Site(s) to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Works and will be deemed to have done so before submitting a Tender.

6. Tender queries

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 specification should be sent to: Natalie Ward, Senior Conservation Archaeologist

Email: Natalie.Ward@peakdistrict.gov.uk

There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT. Following submission of the Tender return, an opportunity may be given for suppliers to make a presentation to the Authority.

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 Contractor 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 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 submit their Tender 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 1**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

10.3.1. Tender Questionnaire at **Appendix 2** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein

10.3.2. Non-collusive tendering certificate at **Appendix 3** signed on behalf of the Tenderer and submitted to us in pdf format;

10.3.3. A method statement describing and justifying the methods, machinery and equipment to be applied in delivering the work contained in this Brief;

10.3.4. Details of the appropriate qualifications, experience, certificates and tickets of contractor or sub-contractors (if appropriate) who will undertake the work;

10.3.5. The proposed timetable.

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

10.3.7. Any other information requested in the ITT.

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

By 17.00 ON 10 JANUARY 2025

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

**REF: TENDER RETURN BRACKEN MANAGEMENT & HABITAT RESTORATION
CALLOW BANK**

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 5PM ON THE TENDER RETURN DATE.**

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

10.6. The Authority does not undertake to accept the lowest or any tender/ rates.

11. Tender evaluation

11.1 The successful Tenderer will be selected based on the lowest price for the Works which in the reasonable opinion of the Authority, adequately fulfils the requirements of the Brief.

Rejected or eliminated tenders will not be scored.

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

12.1.1 Site visits;

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

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 agreed 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.

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

15.1 The successful Contractor will be required to promptly execute and return to the Authority the Contract in the form to be provided incorporating the Conditions at **Appendix 4** 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.

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 Late tenders

Tenders received after the closing time and date stated above will not be considered **under any circumstances.**