



**Invitation to Tender for
Replacement Machine Store
(Agricultural Building)
at the Mundy Playing Fields, Thornbury
via E-Tendering Procedure**

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. General Provisions

- 1.1 These Instructions to Tenderers, together with the Specification, the Conditions of Contract, the Form of Tender, the acceptance thereof, and any other documents referred to in paragraph 4.4, 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 (Appendix A). Any Tender not complying in any respect may be rejected by the Council, whose decision shall be final.
- 1.3 By inviting a Tenderer to submit a tender and/or including them on a list of selected candidates, the Council makes no representation whatsoever regarding the Tenderer's financial standing, technical competence, or ability to perform 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 time and without notice or liability.

2. Confidentiality and Related Matters

- 2.1 This Instruction to Tender and associated documents must be treated as private and confidential, save as required for the purposes of preparing the tender. Disclosure is permitted only on an “in confidence” basis to those with a legitimate need to know, including professional advisers.
- 2.2 The Council may disclose any information it has prepared in connection with this tender to any person.
- 2.3 During the evaluation process, the Council will treat as confidential any information properly identified by the Tenderer as commercially sensitive.
- 2.4 Following award of the Contract, the Council will continue to honour the confidentiality of information provided by Tenderers where this is consistent with its obligations under the Freedom of Information Act 2000. Tenderers should be aware that the Council aims to make available to the public as much information as possible about its contracting arrangements, subject to the protection of genuinely confidential or commercially sensitive information. In compliance with government requirements, the Council may publish information about the contract, including (but not limited to) this Invitation to Tender, contract terms, contract value and duration, the Contractor’s contact details, and payments made.
- 2.5 The Council will not accept any Contract provisions that attempt to classify as confidential any information that is not genuinely confidential in nature.
- 2.6 Any request made to a Tenderer by a third party for information relating to this tender shall be referred immediately to the Council. The Tenderer shall not disclose any information themselves.
- 2.7 The successful Tenderer should note that the Council will make final contract details publicly available, subject to redaction of genuinely confidential or commercially sensitive information. The Council will seek to agree with the successful Tenderer the specific information to be protected.

3. Workforce and Related Matters

- 3.1 The Council confirms that there are no employee transfer or workforce matters (including TUPE) relevant to this contract.

4. Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with these Instructions.
- 4.2 Tenders submitted otherwise may not be accepted for consideration. The Council's decision in this regard shall be final, and Tenderers will not be consulted. If a Tender is excluded from further consideration, the Tenderer will be notified.
- 4.3 Tender submissions must include the following documents:

- These Instructions to Tenderers
- The Specification including all required responses
- The completed Pricing Schedule
- The Environmental Method Statement (if requested)
- Any other requested Method Statements
- The Form of Tender (Appendix A) completed with the tender price and the name of the person responsible for the submission
- The Declarations (Appendix B) regarding Conflicts of Interest, Canvassing, Collusive Tendering and Equalities

- 4.4 Questions related to the tender must be submitted to the Facilities Officer via email to facilities@thornburycouncil.gov.uk
- 4.5 The Council reserves the right to seek clarification or correction of any omission, error or ambiguity in a tender, provided this does not result in a revised or new tender.
- 4.6 Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal or placing them on a different footing from those of other Tenderers.
- 4.7 Any questions relating to the Specification or other documents must be submitted by email to tenders@thornburycouncil.gov.uk, addressed to the Chief Executive, and in all cases prior to the tender submission deadline. Where no questions are raised, the Tenderer will be deemed to have accepted the documentation as issued, and no negotiation will be entered into post-submission.
- 4.8 It is the Tenderer's responsibility to examine the Specification and obtain all necessary information and make all inspections required for the preparation of the tender. The Tenderer will be deemed to have done so and to have satisfied itself as to the accuracy and sufficiency of its tender.
- 4.9 Information supplied by the Council, whether in this document or otherwise, is provided for guidance only. The Council accepts no responsibility for any inaccuracies or losses arising from the use of such information.
- 4.10 The Council reserves the right to make minor drafting changes to the contract documentation. These will be communicated to all Tenderers and must be accepted by the successful Tenderer without reservation.
- 4.11 In submitting a tender, Tenderers accept that:
- The Council may investigate and enquire into current or previous projects undertaken by the Tenderer.

- The Tenderer may be required to attend interviews, give presentations, or provide samples for quality evaluation.

- 4.12 Tenders must be submitted electronically in PDF format via email to tenders@thornburytowncouncil.gov.uk, addressed to the Chief Executive. All required documents must be attached to the email.
- 4.13 No tender documentation should be submitted in hard copy or via any other method unless otherwise instructed.
- 4.14 Tenders must be submitted no later than 12:00 noon on 3rd September 2025. Tenders submitted after this deadline will not be accepted. All tenders will remain unopened until the prescribed opening time: 2pm on 3rd September 2025.
- 4.15 Tenders must remain valid for a minimum of four months from the deadline for submission. If not accepted within this period, the tender shall be deemed withdrawn.
- 4.16 Tenderers undertake that, in the event of their tender being accepted by the Council, they will, within fourteen (14) days of notification, execute a formal agreement in the terms set out in the Contract Documents. Until such time, the tender together with the written acceptance shall constitute a binding contract. No letter of acceptance will be issued if there are outstanding contractual issues.
- 4.17 Any Tenderer who canvasses any member or officer of the Council or attempts to obtain information about any rival tender shall be disqualified.
- 4.18 Tenders must be bona fide competitive tenders. The Council may cancel the Contract and recover losses if the successful Tenderer:
 - (a) offers or gives any inducement or bribe to a Council member or officer;
 - (b) communicates the tender amount to another party inappropriately;
 - (c) enters into any arrangement regarding submission or non-submission of tenders.
- 4.19 Tender prices must be exclusive of VAT.

5. Quality Statement

- 5.1 Tenderers must submit a Quality Statement in accordance with the requirements set out in the Specification.

6. Environmental Statement

- 6.1 Tenderers must submit an Environmental Statement outlining their approach to sustainability and environmental management.

7. Evaluation of Tenders

- 7.1 The contract will be awarded to the most advantageous tender to the Council. The following criteria will be used:

Criterion	Weighting
Cost	50%
Experience of similar works	30%
Quality	20%

- 7.2 Where applicable, sub-criteria are set out in the tender documents.
- 7.3 A tender may be rejected if it significantly fails to meet a key criterion, even if scoring well overall.
- 7.4 A shortlist of highest-scoring Tenderers may be invited to attend interviews or presentations. These assessments will form part of the final evaluation.
- 7.5 Clarifications may be sought in writing by the Council to remove ambiguity. Responses will be recorded and must not include unsolicited material.
- 7.6 Clarifications will only be sought prior to completion of the evaluation. No further clarifications will be considered thereafter.
- 7.7 Evaluation will be conducted by a panel of at least two Council representatives.
Quality Evaluation (50 Marks):
1. Experience of similar machine store works – 20 marks
2. References – Pass/Fail
3. Method Statement, fit with community requirements, adherence to timescales – 30 marks
Price Evaluation (50 Marks):
Lowest tendered price will receive full marks. Other tenders will be scored proportionally as follows:
 $(\text{Lowest Tendered Price} / \text{Your Price}) \times \text{Maximum Marks} = \text{Your Score}$
- 7.8 If all tendered prices exceed the Council's budget, option scenarios may be used in the price evaluation.
- 7.9 Sub-criteria (where relevant) will be detailed in the Specification.
- 7.10 A tender may be rejected if it fails to satisfy any individual criterion significantly.
- 7.11 Shortlisted Tenderers may be invited to interviews for final evaluation scoring.

8. Timetable

The following dates are indicative, except where marked as fixed:

Tender issued – 8th August 2025

Tender submission deadline (fixed) – 3rd September 2025

Tenders opened (fixed) – 3rd September 2025

Contract awarded – 15th September 2025

Planning Permissions Expected outcome Mid October 2025

Installation begins (subject to planning approval) – TBC

Contract completion – Spring 2026

9. Award of Contract

9.1 The decision of the Council regarding the award of contract shall be final. The Council reserves the right not to award any contract if no tender meets its requirements.

10. Ownership of Documents

10.1 All documents submitted by the Tenderer shall become the property of the Council and shall not be returned.



FORM OF TENDER

Tender for Contract:	New Machine Store (Agricultural Building) at the Mundy Playing Fields, Thornbury
Supplier Name:	

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 described in and in accordance with the Invitation to Tender

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

Tender for Contract:	New Machine Store (Agricultural Building) at the Mundy Playing Fields, Thornbury
Supplier Name:	

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: