

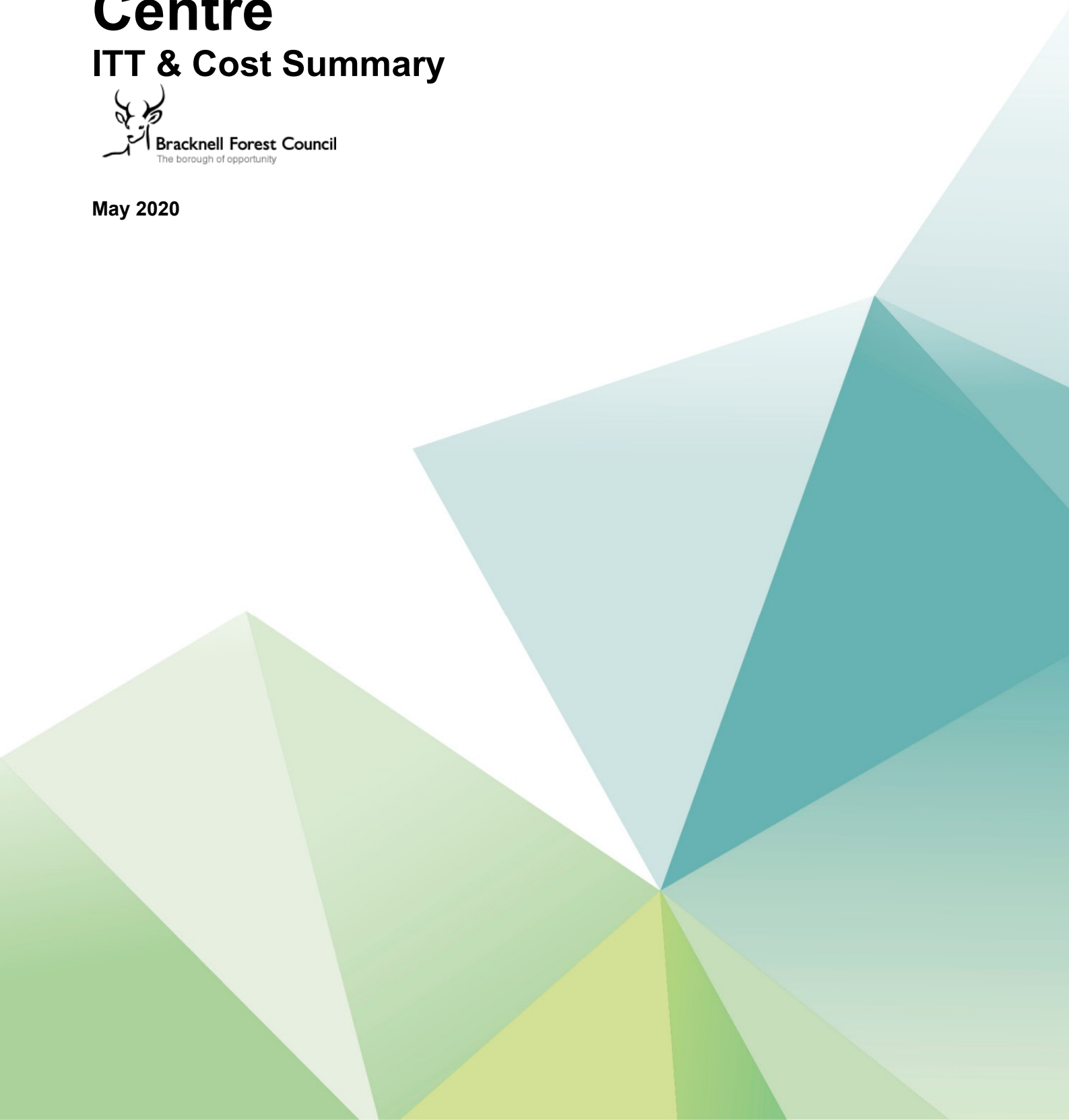
Braccan Walk Youth Centre

ITT & Cost Summary



Bracknell Forest Council
The borough of opportunity

May 2020



Notice

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This document has **21** pages including the cover.

Document history

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1. Introduction

1.1 Background

1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directories, Corporate Services, Adult Social Care and Health, Environment, Culture and Communities and Children, Young People and Learning.

1.2 Outline Requirement

1.2.1 The project is the remodelling of the old drama club at Braccan Walk to form a new youth centre.

1.3 Project Schedule

1.3.1 The following is the proposed timetable for the procurement and implementation of the Braccan Walk Youth Centre.

Contract Award			16 th June 2020
Contract Start Date			17 th July 2020

2 Instructions to Tenderers

2.1 General Instructions

- 2.1.1 If you intend to tender for the provision of the Braccan Walk Youth Centre, please read the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.1.5 Clarifications of the invitation to tender documents must be made in writing via the tender portal only.
- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than [REDACTED]
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.1.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

2.2 Tender Response

- 2.2.1 Please submit your tender, priced schedule of work, and quality question answers via the tender portal. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be rejected. We are unable to accept quotations on USB stick or submitted outside of the tendering portal.
- 2.2.2 Your tender must be divided into two sections and contain the information called for in each section below:

The **commercial** section should include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Appendix B)
- Firm prices in sterling for the Goods/Services can be entered within the pricing schedule *or* provided within an accompanying cost breakdown schedule.
- The completed Schedule of Reserved Information - see guidance attached (Schedule 5)
- The Form of Tender statement (Schedule 1) completed, signed and dated
- Freedom of Information (Schedule 4)
- Compliance Statement (Schedule 3)
- Declaration of Non-Collusion (Schedule 2)
- Tender Checklist (Schedule 6)

The **technical** section should include:

- Responses to questions in this ITT.
- Suppliers Information.
- Indicative programme of works including enabling works.

No pricing should be included in the technical section.

The submission received shall be scored 60% commercial and 40% technical.

- 2.2.3 Respond to all sections in the Schedule of Works and Specification. You should complete your responses in blue ink into this document. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.
- All sections must be responded to even if simply “Understood” or “Agreed”.**
- 2.2.4 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.
- 2.2.5 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.
- 2.2.6 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.
- 2.2.7 All pricing should be stated exclusive of VAT.

2.2.8 Tenders shall remain open for an initial acceptance for a minimum of 90 calendar days, although the Council may ask you to extend of the period of validity.

2.3 Submission of Tenders

2.3.1 The original, signed, tender must be returned by no later than [REDACTED]

2.4 Tender Decline

If you decide not to respond to this ITT, please respond via the tender portal in writing as soon as possible, giving a brief reason.

2.5 Evaluation of Tenders

2.5.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.

2.5.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.

2.5.3 The contract will be awarded on the basis of the most economically advantageous offer.

2.5.4 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.

2.5.5 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally, the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

Alternative Offers

- 2.6.1 Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the Invitation to Tender documents. Alternative offers must contain sufficient supplementary information, drawings and data to permit a complete evaluation to be made.

2.7 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

2.8 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement

Appendix A. Pricing Schedule

To be completed in full or provide accompanying cost breakdown schedule

Appendix B. The Employers Special Conditions

See separately enclosed document

1 FORM OF TENDER

BRACKNELL FOREST BOROUGH COUNCIL

FORM OF TENDER:

(Note: The Appendix forms part of the tender)

To: The Bracknell Forest Borough Council

NAME OF SCHEME: BRACCAN WALK YOUTH CENTRE

I/We, the undersigned, having examined the Standard Conditions of Contract, the Conditions of Tender, the Scope and Specification of Work and the property relating to this Contract, hereby offer to supply all necessary materials, fittings, labour etc and to execute and maintain the works in strict accordance with the contract and specification for the sum of (amount to be written in words)

which is made up as follows:-

£

p

Preliminaries and Conditions of Contract

Specified Works

(total brought forward from Tender Summary)

Contingency and Provisional Sums

(to be expended in whole or in part as specifically directed by the
Contract Administrator in writing)

£0.00

Grand Total

£

(To be written in words above)

Contract Period

The Contractor is to enter here the number of weeks required

to complete the works from the date of commencement

Weeks

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Tender Documents, hereby offer to supply the goods/undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Council is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 3 months from the date fixed for the submission of tenders in the Invitation to Tender.

I/we agree that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price tendered by, or under or in accordance with, any agreement or arrangement with any other tenderer. I/ we furthermore warrant that no approaches have been made to any other tenderers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/ we also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b) above.

I/ We understand that should we directly or indirectly canvass any member or official of the Council concerning the award of the contract for the provision of the Services, or directly or indirectly obtain or attempt to obtain information from any such member or official concerning any other tender for Goods/Services, I/ we will be disqualified. I/ We further understand that if discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature.....

(please use non-black ink)

Name.....

Position.....

Company.....

Braccan Walk Youth Centre
ITT & Cost Collection

Address.....

.....

.....

..... Email

Date.....

2 DECLARATION OF NON-COLLUSION

BRACKNELL FOREST COUNCIL CAPITAL WORKS PROGRAMME

New Youth Centre

at

Braccan Walk Car Park, Bracknell

The essence of selective tendering is that the client shall receive bona fide competitive tenders, from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before or after the return of this tender any of the following acts:-

- (a) communicating to a person other than the person calling for those tenders that the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) entering into any agreement or arrangement with any person that he shall refrain from tendering or provide advice as to the amount of any tender to be submitted;
- (c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender of the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any persons and anybody or association, corporate or unincorporated, and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed

Dated day of

for and on behalf of;

To be completed by the Tenderer and to be returned with the Tender Submission.

3 COMPLIANCE STATEMENT

The Tenderer is to complete the below table to confirm their tender is compliant. The tenderer is to add to the list where necessary.

SECTION	SUBJECT	COMPLIANT		IF NO, STATE WHY AND PROPOSE ALTERNATIVE. (USE ADDITIONAL SHEET(S) IF NECESSARY
		YES	NO	
	Instructions to Tenderers			
	Conditions of Tender			
	Form of Tender			
	Declaration of Non-Collusion			

Note [insert the paragraph title or short phrase summarizing content]

Note: Significantly non-compliant bids may be rejected.

Signed(in Black ink)

Dated day of

Name IN BLOCK CAPITALS

Position

for and on behalf of;

Company Number;

To be completed by the Tenderer and to be returned with the Tender Submission.

4 FREEDOM OF INFORMATION ACT 2000

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000

ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

Introduction

- 1.1 All information relating to any tender or quotation made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.
- 1.2. Please note that references to 'tender' or 'invitation to tender' also applies to quotations.

General rules on disclosure

- 1.3. The Council has determined that, in the absence of special circumstances:-
- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
 - Responses to tenders (apart from price information - see below) will be held in confidence at least until award of the contract.
 - Broad cost information will generally be available after award of contract under the Act to those who enquire.
 - Detailed tender prices will be held in confidence until 7 years after expiry or completion of the contract awarded as reserved information (see below)
- 1.4. Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

Reserved Information

- 1.5. The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-
- The information constitutes a trade secret (section 43(1))
 - Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))
 - Disclosure would constitute an actionable breach of confidence (section 41(1))
 - Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)

- 1.6. If the Council agrees that information nominated by the successful tenderer may be legitimately
- 1.7. classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.
- 1.8. Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.
- 1.9. The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.

Handling requests for information and notice to those affected

- 1.10. Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.
- 1.11. **Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract**
- 1.12. The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council

5 SCHEDULE OF RESERVED INFORMATION: FREEDOM OF INFORMATION ACT 2000

SCHEDULE OF RESERVED INFORMATION: FREEDOM OF INFORMATION ACT 2000

Reserved Information	When available for disclosure	Relevant Section of Act	Reason
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41	Personal information or information supplied to the bidder in confidence

		(EIR regulation 12(5) and/or regulation 13)	
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

Signature (Please use non-black ink)

Name

Position

Organisation

Date

6 TENDER CHECKLIST

RESTRICTED (once completed)

Please tick checklist to indicate that copies of all relevant documents are enclosed.

Section	Required Documents	Document enclosed? Yes/No	Comments
	Contract Preliminaries / General Conditions		
A20	The Pricing Schedule/CSA		Return with Tender
A30/480 & A35 130	Construction Programme/Method & Sequence		Return with Tender
A30/500	Tender stage method statements		To be provided later
A30/530	Substitute products (<i>if applicable</i>)		Return with Tender
A30/540	Quality Control Resources		To be provide later
	Preliminaries / Insurance		
6.4.12	Copy of Public Liability Insurance certificate		To be provide later
6.5.1	Copy of Employers Liability Insurance certificate		Return with Tender
1.	ITT		Not required
	Schedules		
ITT - 1	Form of Tender		Return with Tender
ITT - 2	Declaration of Non-Collusion		Return with Tender
ITT - 3	Compliance Statement		Return with Tender
ITT - 4	Freedom of Information Act 2000		For information
ITT - 5	Schedule of Reserved Information		Return with Tender
ITT - 6	Tender Checklist (this document)		Check, Tick & Return with Tender
ITT - 7	Technical Questions		Return with Tender
	Other – Please List		

7 TECHNICAL QUESTIONS

Technical questions represent 40% of the bid.

Word count is limited to 1000 words for each question.

Tendering contractors can provide their written response in their own template.

Format of answers to be either in a word or PDF file.

Question	Required Documents	Score
1	Technical Ability: Explain how you would successfully manage this project with minimal impact upon the operation of the adjacent car park.	10% Total score
2	Quality management, processes and procedures: How will you manage the works on site to ensure that quality is delivered correctly at practical Completion, including how quality of any sub-contracted work shall be controlled.	10% Total score
3	Achievement of Cost Certainty and Buildability: Please explain how you will ensure that supply chain issues caused by the governments recent social distancing rules shall be maintained.	10% Total score
4	Contract management procedures: Describe the key risk to this project and how you shall aim to minimise the impact of this on the project.	10% Total score
5	Social distancing and COVID-19 compliance: Explain how the works shall be managed on site should the governments social distancing rules still be in effect enabling the project to be deliver on time and budget.	10% Total score

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