



**CYNGOR TREF
GLYNNEATH
GLYNNEATH TOWN COUNCIL**

BETHANIA COMMUNITY CENTRE
HIGH STREET, GLYNNEATH, SA11 5DA
TEL: 01639 722961

E-MAIL: CLERK@GLYNNEATHTOWNCOUNCIL.GOV.UK
WEBSITE: WWW.GLYNNEATHTOWNCOUNCIL.GOV.UK

Invitation to Tender

Glynneath Welfare Park Transformation Project Phase 1

INSTRUCTIONS TO BIDDERS

1. Invitation to tender

- 1.1. Glynneath Town Council (the "Council") invites tenders (the "Tender(s)") for the **Glynneath Welfare Park Transformation Project, Phase 1** in accordance with this **Invitation to Tender ("ITT")** and the Specification available on the Glynneath Town Council website (together called the **"Tender Documents"**).
- 1.2. Details of the Council's needs and requirements under the contract are set out in the Specification.

2. Submission of Tenders

- 2.1. Tenders must be submitted by the means specified and by the time and date stated in the Specification.

Any Tenders received after the deadline may not be accepted. Suppliers should consider submitting the Tender 1 day prior to the closing date and this can be amended/updated up to the tender closing time, recording the version changes each and every time you amend. However, the Council strongly suggest that you do not leave the submission of your Tender until 1/2 hour before the closing time as delays in upload or transmission times could result in your Tender not arriving or not being accepted as "on time" and therefore risk not being considered. Electronic documents must be in PDF, Microsoft Word or Excel readable formats.

- 2.2. The Council may at its discretion extend the closing date for submission of Tenders and any

extension will apply to all Suppliers.

- 2.3 Your Tender must be written in the English or Welsh language.
- 2.4 Your Tender must be submitted in the format specified in this ITT. Failure to follow the instructions and requirements concerning the format of tenders will mean your Tender is rejected for being non-compliant and your Tender will not proceed to the evaluation stage.
- 2.5 The Tender (including price) must remain valid until the 31st of October 2024 or such other period as is notified to you by the Council in the Tender Documents.
- 2.6 The Tender must not be qualified in any way.
- 2.7 Any signatures must be made by a person who is authorised to commit the Supplier to the Contract.
- 2.8 Your full registered business/name and main office address must also be provided on all documents.

3. Requests for clarification

- 3.1 Any questions or requests for clarification shall be submitted via email to clerk@glynneathtowncouncil.gov.uk or via written letter via The Clerk to Glynneath Town Council, Bethania Community Centre, High Street, Glynneath, Neath. SA11 5DA no later than the date stated in the Specification. The Council will consider any request for clarification raised in relation to any of the Tender Documents and may issue general guidance or waive or amend any provision of the Tender Documents. Such general guidance, waiver or amendment will be posted on sell2wales.
- 3.2 It is the responsibility of the Supplier to ensure no previous clarifications or questions have been posted on sell2wales prior to the Supplier submitting the Tender. Failure to do so may result in important information being missed which could affect the Tender.
- 3.3 If any request for clarification results in guidance, waiver or amendment which is, in the Council's view materially relevant to all Suppliers, the Council reserves the right to share the information with all Suppliers via sell2wales, subject to the duty to protect a Supplier's commercial confidence. If a Supplier wishes to avoid such disclosure, for example on the basis that the query contains commercially confidential information or may give another Supplier an advantage, the request for clarification must be clearly marked "In Confidence – Not for circulation to other Suppliers" and the Supplier must set out his reason or reasons for non-disclosure to other Suppliers. It is the sole decision of the Council as to whether a clarification is commercially sensitive or whether the clarification can be published to all Suppliers.
- 3.4 Other than the person or persons identified on sell2wales, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

4. Right to issue amendments and variations

The Council reserves the right to issue supplementary documentation at any time during the

tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation shall be deemed to form part of the ITT and supplement and/or supersede any part of the ITT to the extent indicated.

5. Tendering costs

Suppliers will prepare their Tender in accordance with the ITT and the information detailed in the Specification. The Council will not be liable for any costs, expenses and liabilities which Suppliers incur in connection with the preparation and submission of a Tender, howsoever those costs arise.

6. Tender evaluation and award criteria

6.1 Tenders will be evaluated against the evaluation methodology found in the file named Evaluation Methodology in the Tender Documents. The Council intends to award the contract to the Supplier which in accordance with the evaluation criteria and the evaluation by the Council is the most economically advantageous tender.

6.2 Each Tender will be checked initially for compliance with all requirements of the ITT. Failure to follow the instructions and requirements concerning the format of tenders may mean the Tender is rejected for being non-compliant and the Tender will not proceed to the evaluation stage.

6.3 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Suppliers, to assist it in its consideration of Tenders.

6.4 The Council reserves the right to accept the whole or any part of any Tender submitted.

7. Pricing Information

7.1 You must provide a Pricing Schedule in your response.

7.2 All Prices shall be stated in pounds sterling and exclusive of VAT.

7.3 Tenders must include all costs associated with the provision of the services or goods or works under the contract e.g. rates, expenses, delivery, installation, training and warranties. No claim for additional payment will be considered for items that have not been included.

7.4 The Price shall be fixed for the life of the contract, including any extension periods as outlined in the ITT.

8. Council's right to reject tenders

8.1 The issue of the ITT in no way commits the Council to award any contract pursuant to the tender process. The Council does not bind itself to accept the lowest or any Tender. The Council reserves the right to cancel the tender process at any point including after evaluation has been completed. The Council shall not be liable for any costs resulting from any cancellation of this tender process.

- 8.2 When submitting Tenders, Suppliers must comply with these instructions in full. The Council may at its absolute discretion reject a Tender if a Supplier fails to do so, including (but not limited to) circumstances in which;
- (a) A Supplier makes or attempts to make any qualification or variation or alteration to the terms of any of the Tender Documents or other documentation (including the form of contract) save where a variation or alteration is expressly invited or permitted by the Council in writing; or
 - (b) A Supplier qualifies their Tender and the qualification whether or not the qualification materially affects the operation of the Contract; or
 - (c) A Tender is submitted late, is incomplete or incorrectly completed, fails to meet the Council's submission requirements set out in this ITT or in any other way contravenes the terms and conditions of this ITT; or
 - (d) A Supplier reproduces all or part of the Tender Documents for submission in a different format to that which the Council has stipulated; or
 - (e) Where the pricing of a Tender is abnormally low the Council may reject the Tender subject to the requirements set out in Regulation 69(1)-(7) of the Public Contracts Regulations 2015 (where applicable). The Supplier shall provide further information to the Council as is requested, and the Council shall establish whether the price is sufficient to enable the Supplier to provide the goods/services/works in accordance with the Specification and what impact if any the abnormally low price may have on their workers; or
 - (f) Failure to accept the Council's terms and conditions in full without qualification or amendment and any document that is submitted by the Supplier and which purports to do so is automatically excluded from the evaluation process and is null and void.

9. Form of Agreement

- 9.1 The Council will notify the successful Supplier of the award of the contract in writing, following the expiry of the standstill period (if any). The successful Supplier shall execute the contract documents (the "Contract") within 14 days of being called upon to do so. A Supplier who fails to execute the Contract when required to do so by the Council in accordance with this paragraph 10.1 shall have the award of the contract revoked on the basis of failure to comply with this ITT.
- 9.2 The form of Contract is set out in the Tender Documents provided online and must be executed before the commencement of the Services. No payments under the Contract will be made until the Contract has been executed.
- 9.3 Where relevant, the Council is bound by the Public Contracts Regulations 2015 and cannot enter into any negotiations on the Tender or Contract. Therefore, Suppliers must familiarise themselves with the Contract and be certain that the terms are acceptable prior to submitting their Tender as no changes will be permitted to be made to the Contract at any stage, either pre or post tender close date.
- 9.4 Any contract award will be conditional on;
- the award being approved in accordance with the Council's internal procedures and the Council being generally able to proceed; and
 - if applicable, the expiry of the standstill period without challenge.

10. Confidentiality

10.1 The information contained in the Tender Documents and any other documents sent to Suppliers in connection with the tender process (the “Information”) remains the property of the Council. Suppliers shall

- a) treat the Information as confidential at all times;
- b) not use the Information for any purpose other than for the purposes of preparing and submitting (or deciding whether to prepare and submit) a Tender;
- c) not disclose, copy, reproduce, distribute or pass the information to any other person at any time (including, but not limited to, for example, employees, consultants, sub-contractors or advisers) except for the sole purpose of enabling a Tender to be made;
- d) ensure that each consortium member to whom Suppliers pass the information is aware of and complies with the provisions of this paragraph 10.1.

10.2 The Council may disclose the Tender or Information to its elected members, directors, officers, employees, agents or advisers or any corporate body or person who has a statutory right to receive the Tender or Information .

11. Disclosure of information

11.1 Information made available to Suppliers in connection with this ITT is provided in good faith but does not purport to be comprehensive or to have been independently verified. The Council gives no warranty or undertaking of whatever nature in respect of the Information, nor does the Council warrant that the Information provided represents all the information in our possession in connection with the Services. The Council shall not be liable to Suppliers for failure to disclose or make available the Information, documents or data nor any failure to review or update the information, nor any failure to inform them of any inaccuracy, omission, defects or inadequacy in the Information.

11.2 Suppliers shall conduct their own analysis and review of the Information provided during the tender process and satisfy themselves as to the accuracy, completeness and purpose of any such Information upon which they place reliance. Suppliers shall ensure they are fully familiar with the nature and extent of their obligations if their Tender is accepted. Suppliers must obtain, at their own expense, any additional information necessary for the preparation of the Tender.

11.3 Suppliers shall not be entitled to and shall not make any claim against the Council (whether in contract, tort or otherwise) including without limitation any claim for damages on the grounds of misunderstanding in respect of information provided or on the basis that the Information provided during the tender process was incorrect or insufficient.

12. Equality and Diversity

The Council is committed to providing its Services in a way that promotes equality of opportunity. It is expected that the successful Supplier will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation. The Council will, if appropriate, monitor the successful Supplier’s compliance throughout the term of the Contract.

13. Errors in tenders

- 13.1 Any error(s) in Tenders will be dealt with as follows entirely at the discretion of the Council and in accordance with Regulation 56 (4) of the Public Contract Regulations 2015 as amended, whether or not the tender documents are issued pursuant to the Public Contracts Regulations 2015.
- 13.2 Where the Tender or supporting information or documentation submitted by a Supplier is or appears to be incomplete or erroneous, or where specific documents are missing, the Council may request Supplier concerned to submit, supplement, clarify or complete the relevant Tender or supporting information or documentation within an appropriate time limit. A change in the circumstances of a Supplier shall not be considered as an incomplete or erroneous Tender and the Supplier concerned shall not be entitled to resubmit the Tender or any supporting information or documentation.
- 13.3 A supplier is therefore responsible for ensuring that the Tender and supporting information or documentation is complete and accurate at the time of submitting the Tender.
- 13.4 A Tender or supporting information or documentation may be amended at any time before the time and date of the tender process.

14. Freedom of Information Act

- 14.1 As a public authority, the Council is subject to the Freedom of Information Act 2000 (the "Act"). The legislation gives a general right of access to all types of recorded information held by the Council, subject to certain exemptions. The Council is committed to open government and will allow public access to recorded information wherever possible. Suppliers should therefore be aware that as part of the Council's obligations under the Act, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 14.2 If a Supplier considers that any of the information provided in its Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act. Please note that a blanket statement that all information is to be treated as confidential will not be accepted. Suppliers who fail to protectively mark their Tender risk full and un-redacted disclosure of their Tender under FOI.
- 14.3 The Council will endeavour to consult with Suppliers and have regard to comments and any objections before it releases any information to a third party under the Act. However, the Council is entitled to determine in its absolute discretion whether any information is exempt from the Act, or is to be disclosed in response to a request of information, and in doing so will take into account any submissions made further to paragraph 14.2 above. The Council must make its decision on disclosure in accordance with the provisions of the Act and can only withhold information if it is covered by an exemption from disclosure under the Act.
- 14.4 The Council will not be held liable for any damages, losses, costs, liabilities, expenses or prejudice caused by the disclosure of Information in accordance with its obligations.

15. Canvassing

15.1 The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Supplier or consortium member may attract) any Supplier or consortium member who, in connection with this ITT;

- (a) offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT;
- (b) does anything which would constitute a breach of the Bribery Act 2010;
- (c) canvasses any of the persons referred to in paragraph 10.2 in connection with this ITT; or
- (d) contacts any officer of the Council prior to submission of a Tender about any aspect of the ITT in a manner not permitted by this ITT (Including without limitation contact for the purposes of discussing the possible transfer to the employment of the Supplier of such officer).

16. Non-Collusion

16.1 The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Supplier may attract) any Supplier who, in connection with this ITT:

- (a) fixes or adjusts the amount of the Tender by or in accordance with any agreement or arrangement with any other Supplier or consortium member of the Supplier (other than a member of its own consortium or supply chain); or
- (b) enters into any agreement or arrangement with any other Supplier or consortium member of the Supplier to the effect that the Supplier shall refrain from submitting a Tender or fixes to the amount of any tender to be submitted; or
- (c) causes or induces any person to enter such agreement as is mentioned in either paragraph 16.1(a) or (b) or to inform the Supplier or consortium member of a Supplier of the amount or approximate amount of any rival tender; or
- (d) canvasses any of the persons referred to in paragraph 15 (Canvassing) in connection with this ITT; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement 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 any act or omission; or
- (f) communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

17. Publicity

Suppliers shall not at any time, whether at this stage of the tender process or after award of the Contract undertake any publicity with any part of the media in relation to the Contract or the services/goods/works without the Council's prior written agreement.

18. Governing Law

This ITT and procurement process is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.