

**DOWELL STREET WALL, HONITON
TENDER DOCUMENTATION**

Version Control:

Issue	Status	Date	Originated by	Reviewed/Checked/Approved
Rev 1	Draft	25 September 2025	S Hill	For TMC Committee 6 October 2025
Rev 2	Draft	7 October 2025	S Hill	Post TMC Committee 6 October 2025
Rev 3	Draft	12 October 2025	S Hill	Word check and cross references
Rev 4	Final	13 October 2025	S Hill	Final Tender

PART 1 – TENDERING PROCEDURES

Section I: Instructions to Tenderers (ITT)

This Section provides information to help Tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts.

Section II: Tender Data Sheet (TDS)

This Section includes provisions, which are specific to each individual procurement, and which modify, adjust or supplement Section I, Instructions to Tenderers.

Section III: Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated tender and the requirements for the tenderer's qualification to perform the contract. The criteria for tender evaluation and the methods for applying such criteria in evaluation should be reviewed carefully. It may be appropriate to delete or to modify some of the criteria given in this document, or to use additional criteria. In any event, criteria must be quantified in monetary terms except on rare occasions, where it is not practical.

Section IV: Tender Forms

This Section includes the forms which are to be completed by the tenderer and to be submitted as part of its tender.

PART 2 – SPECIFICATION / REQUIREMENTS

Section V: This section contains the Specification, the Drawings, and Supplementary information that describe the works to be procured.

CONDITIONS OF CONTRACT AND CONTRACT FORMS

General Conditions (GCC)

The Tender Documents are used with the JCT Design & Build Contract (DB 2016).

Conditions of Contract (PCC)

The Contract will be the JCT Design & Build 2016 contract.

Annex to the PCC - Contract Forms

This section contains forms which, once completed, will form part of the contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

INVITATION FOR TENDERS

DOWELL STREET WALL,
HONITON

INVITATION FOR TENDERS

RETAINING WALL, DOWELL STREET, HONITON

HONITON TOWN COUNCIL hereinafter referred to as “the Employer”, intends to procure a contract for the design and build phases of improvement to the retaining wall at land adjacent to 1 Dowell Street, Honiton.

The Employer now invites sealed tenders from contractors for the following JCT Design and Build 2016 contract.

- To design and construct improvement works to the retaining wall at Council land adjacent to 1 Dowell Street, Honiton. The work envisages replacement/improvement/repair in front of the existing retaining wall (which is in poor condition and at risk) to act as a retaining structure. Open boarded wooden fencing must be provided in front (so that artwork can be installed at a later date). The Council owned area will be resurfaced and a bench provided and new planters.

Only firms and joint ventures that are qualified for the proposed contract(s) are invited to submit a tender. To be qualified for the award of a contract, tenderers must satisfy the following minimum criteria: eligibility, historical performance, finances and relevant experience.

Tender documents have been posted and may be obtained from the Council Offices, Beehive, Dowell Street, Honiton, EX14 1LZ.

In the event of discrepancy between electronic and hard copies of the documents, the hard copy shall prevail.

Tenders must be delivered to the Office at the address below on or before 12noon, Friday 12 December 2025 at which time they will be opened in the presence of those tenderers’ representatives who choose to attend.

A register of potential tenderers who have requested the tender documents may be inspected at the address below.

Prospective tenderers may obtain further information from, and inspect and acquire the tender documents at, the following office:

**Town Clerk
Honiton Town Council
Beehive
Dowell Street
HONITON
EX14 1LZ**

**Tel: 01404 42957
Email: towncouncil@honiton.gov.uk**

Date: _____

Tender Document for Procurement of Works

Procurement of:

DOWELL STREET RETAINING WALL, HONITON

PART I

Employer: Honiton Town Council

Tender Document

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PART 1 – Tendering Procedures

Section I. Instruction to Tenderers

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Section I: Instruction to Tenderers

A. General

- 1. Scope of Tender**
 - 1.1 Honiton Town Council (the Employer) issues this Tender Document for the procurement of Goods and related services or Works for constructing a retaining wall at Dowell Street using gabions with structural integrity; the Employer's Requirements
 - 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in the JCT Design and Build Contract 2016.
 - 1.3 The Council is bound to comply with its Standing Orders and Financial Regulations, which govern contracts/procurement.
- 2. Source of Funds**
 - 2.1 Honiton Town Council intends to pay for works. Funding for the scheme may be derived by Honiton Town Council.
 - 2.2 Payment contributions are not expected to be received by Honiton Town Council towards the works.

3. Prohibited Practices

- 3.1 The Town Council requires that Contractors as well as tenderers, suppliers, contractors, subcontractors, concessionaires and consultants operating for the Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Council:
- (a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the supplier, contractor, concessionaire or consultant recommended for award has engaged in prohibited practices in competing for the contract in question;

- (c) will cancel the portion of the Council's financing allocated to a contract for goods, works, services or concessions if it at any time determines that prohibited practices were engaged in by representatives of the Contractor or of a beneficiary of the financing during the procurement or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Council financed contract if it at any time determines that the firm has engaged in prohibited practices in competing for, or in executing, the contract;
- (e) reserves the right, where a Contractor or a firm has been found by a judicial process or by the enforcement mechanism of another international organisation to have engaged in prohibited practices
 - (i) to cancel all or part of the Council financing for such Contract; and
 - (ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Council financed contract; and
- f) will have the right to require that, in contracts financed by the Council, a provision be included requiring suppliers, contractors, concessionaires and consultants to permit the Council to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Council.

3.2 Furthermore, tenderers shall be aware of the provisions stated in the General and Particular Conditions of Contract as the case may be.

4. Eligible Tenderers

- 4.1 A tenderer may be a natural person, private entity, government-owned entity or any combination of such entities in the form of a joint venture, consortium, or association joint venture, consortium, or association (JVCA). In the case of a JVCA:
- (a) If a partnership, all partners shall be jointly and severally liable; and
 - (b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during contract execution.
- 4.2 A tenderer shall not have a conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest with one or more parties in

this Tendering process, if:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Tender; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer, or influence the decisions of the Employer regarding this tendering process; or
- (e) a tenderer participates in more than one tender in this Tender process. Participation by a tenderer in more than one Tender will result in the disqualification of all Tenders in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a tenderer, in more than one tender; or
- (f) a tenderer, its affiliates or parent organisation has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender or
- (g) a tenderer participated as a consultant in the preparation of Section VI, Requirements that are the subject of the tender or
- (h) a tenderer or any of its affiliates has been hired, or is proposed to be hired, by the Employer or the Borrower for the supervision of the contract.

- 4.4 A tenderer shall be disqualified if the tenderer, an affiliate of the tenderer, a party constituting the tenderer or an affiliate of a party constituting the tenderer, is under a declaration of ineligibility by the Council, at the date of the deadline for Tender submission or thereafter,.
- 4.5 No affiliate of the Employer shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the affiliate and the Council.
- 4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Council, as the Employer shall reasonably request.

4.7 In case a prequalification process has been conducted prior to the Tendering process, this Tender is open only to pre-qualified tenderers.

- 5. Eligible Goods and Related Services** 5.1 For purposes of this paragraph, the term goods includes commodities, raw material, machinery, equipment, and industrial plants; and related services includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

B. Contents of Tender Document

- 6. Sections of Tender Document** 6.1 The Tender Document consist of Parts 1 and 2, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued.

PART 1 Tendering Procedures

- Section I. Instruction to Tenderers (ITT)
- Section II. Tender Data Sheet (TDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender Forms
- Section V. not used

PART 2 Requirements

- Section VI. Requirements

Contract

- General Conditions of Contract (GCC)
- Particular Conditions of Contract (PCC)
- Contract Forms

6.2 The Invitation for Tenders issued by the Employer is not part of the Tender Document.

6.3 The tenderer shall obtain the Tender Document from the source stated by the Employer in the Invitation for Tenders; otherwise the Employer is not responsible for the completeness of the Tender Document.

6.4 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

- 7. Clarification of Tender Document, Site** 7.1 A prospective tenderer requiring any clarification of the Tender Document shall contact the Employer in writing at the Employer address or raise his enquiries during the pre-

Visit, Pre-Tender Meeting

Tender meeting if provided for. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders, within 14 days. The Employer's response shall be in writing with copies to all tenderers who have acquired the Tender Document, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure.

7.2 Where applicable, the tenderer is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the tenderer's own expense.

7.3 Where the tenderer and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

7.4 The tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so required, the Employer will organise a site visit.

7.5 The tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Tender meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all tenderers who have acquired the Tender Document. Any modification to the Tender Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-Tender meeting.

7.7 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a tenderer.

8. Amendment of Tender Document

8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Document by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Employer.

8.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders.

C. Preparation of Tenders

- 9. Cost of Tendering**
- 9.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 10. Language of Tender**
- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 11. Documents Comprising the Tender**
- 11.1 The Tender shall comprise the following:
- (a) letter of Tender;
 - (b) completed Schedules as provided in Section IV, Tender Forms;
 - (c) not used
 - (d) at the tenderer's option, alternative proposals, if permissible;
 - (e) not used
 - (f) documentary evidence establishing the eligibility of the Goods and Services offered by the tenderer;
 - (g) documentary evidence establishing the tenderer's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Tender Forms;
 - (h) documentary evidence as specified in the TDS, establishing the conformity of the Technical Proposal offered by the tenderer with the Tender Document, using the relevant forms furnished in Section IV, Tender Forms;
 - (i) in the case of a Tender submitted by a JVCA, JVCA agreement indicating at least the parts of the Requirements to be executed by the respective partners and
 - (j) any other document required.
- 12. Letter of Tender and Price Schedules**
- 12.1 The tenderer shall submit the Letter of Tender using the form furnished in Section IV, Tender Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Tenders**
- 13.1 Unless otherwise indicated in the TDS, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included, as will the method of evaluating different times for completion.

13.3 Tenderers wishing to offer technical alternatives to the requirements of the Tender Document must first price the Employer's requirements as described in the Tender Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the Employer.

13.4 Tenderers are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be identified, as will the method for their evaluation, and described in Section VI, Requirements.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the tenderer in the Letter of Tender and in the Price Schedules shall conform to the requirements specified in ITT

14.2 Unless otherwise provided in the TDS and the Contract, the prices quoted by the tenderer shall be fixed in accordance with the JCT Design and Build Contract 2016

14.3 The price to be quoted in the Letter of Tender, in accordance with ITT, shall be the total price of the Tender, excluding any discounts offered.

14.4 The tenderer shall quote any unconditional discounts and the methodology for their application in the Letter of Tender, in accordance with ITT.

14.5 Unless otherwise provided in the TDS and the Contract, the rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the tenderer to justify its proposed indices and weightings.

14.6 If so indicated in ITT, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT, provided the Tenders for all lots (contracts) are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

15. Currencies of Tender

15.1 The currency(ies) of the Tender and the currency(ies) for payment shall be £ pounds, sterling.

16. Documents Establishing the Qualifications of the Tenderer

16.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the tenderer shall provide the information requested in Section IV, Tender Forms.

16.2 A tenderer shall submit the Manufacturer's Authorisation, using the form included in Section IV, Tender Forms where the tenderer does not manufacture or produce the Goods it offers to supply.

**17. Documents
Establishing the
Eligibility of
Goods and
Related Services**

17.1 To establish the eligibility of the Goods and Services tenderers shall complete the forms, included in Section IV, Tender Forms.

**18. Period of
Validity of
Tenders**

18.1 Tenders shall remain valid for the period ninety (90) days after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as non responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. A tenderer granting the request shall not be required or permitted to modify its Tender.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above adjustment.

19. Tender Security

19.1 not used

20. Format and Signing of Tender

20.1 The tenderer shall prepare one (1) original of the documents comprising the Tender and clearly mark it "ORIGINAL." In addition, the tenderer shall submit one (1) copy of the Tender and clearly mark it "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the tenderer. The name and position held by each person signing the authorisation must be typed or printed below the signature.

20.3 A Tender submitted by a JVCA shall comply with the following requirements:

(a), be signed so as to be legally binding on all partners and

(b) Include the Representative's authorisation consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.

20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders**21. Submission, Sealing and Marking of Tenders**

21.1 Tenderers may always submit their Tenders by mail or by hand. Tenderers shall not have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:

(a) Tenderers submitting Tenders by mail or by hand shall enclose

the original and copies of the Tender in separate sealed envelopes. Alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY" These envelopes shall then be enclosed in one single package.

(b) Tenders submitted electronically shall not be permitted.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the tenderer;
- (b) be addressed to the Employer;
- (c) bear the specific identification of this Tendering; and
- (d) bear a warning not to open before the time and date for Tender opening

21.3 If envelopes and packages are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Employer at the address and no later than **12 noon Friday 12 December 2025**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document, in which case all rights and obligations of the Employer and tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the tenderer.

24. Withdrawal, Substitution, and Modification of Tenders

24.1 A tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) prepared and submitted (except that withdrawals notices do not require copies), in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and
- (b) received by the Employer prior to the deadline prescribed for submission of Tenders: **12 noon Friday 12 December 2025**.

24.2 Tenders requested to be withdrawn shall be returned unopened to the tenderers.

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the tenderer on the Letter of

Tender or any extension thereof.

25. Tender Opening

25.1 The Employer shall conduct the Tender opening, in the presence of tenderers' designated representatives who choose to attend, and at the Council Offices, Beehive, Dowell Street, Honiton, EX14 1LZ.

25.2 First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Tender opening. Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Tender opening. Envelopes marked "Modification" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

25.3 The Employer shall open all other envelopes one at a time and read out: the name of the tenderer, the Tender Price(s), any discounts and their application methodology, alternative Tenders, the presence or absence of a tender security; and any other details as the Employer may consider appropriate. Only discounts and alternative Tenders read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders.

25.4 The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a tender security. The tenderers' representatives who are present shall be requested to sign the record. The omission of a tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all tenderers who submitted Tenders in time, and posted online if electronic Tendering is permitted.

E. Examination of Tenders

26. Confidentiality

26.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.

26.2 Any attempt by a tenderer to influence improperly the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

26.3 From the time of Tender opening to the time of Contract award, if any tenderer wishes to contact the Employer on any matter related to the tendering process, it should do so in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the tenderers, the Employer may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

27.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.

28. Determination of Responsiveness

28.1 The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

28.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission.

- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

28.3 A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive Tenders.

28.4 The Employer shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.

28.5 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

28.6 Provided that a Tender is substantially responsive, the Employer may waive any quantifiable nonconformity in the Tender that do not constitute a material deviation, reservation or omission.

F. Tender Evaluation and Comparison**29. Evaluation of Tenders and**

29.1 The Employer shall use the criteria and methodologies indicated in Section III. Evaluation and Qualification Criteria. No other evaluation

Correction of Arithmetical Errors	criteria or methodologies shall be permitted. 29.2 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors as indicated in Section III. Evaluation and Qualification Criteria. 29.3 If a tenderer does not accept the correction of errors, its Tender shall be declared non-responsive and its tender security shall be forfeited.
30. Conversion to Single Currency	30.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be £ pounds sterling.
31. Tender Adjustments	31.1 For the evaluation and comparison purposes the Employer shall adjust the Tender prices using the criteria and methodology specified in Section III. Evaluation and Qualification Criteria. 31.2 If in the opinion of the Employer the Tender which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded or substantially below the Employer's estimates, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.
32. Qualification of the Tenderer	32.1 The Employer shall determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. 32.2 The determination shall be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer. 32.3 An affirmative determination shall be a prerequisite for award of the Contract to the tenderer. A negative determination shall result in disqualification of the Tender, in which event the Employer shall proceed to the next lowest evaluated Tender to make a similar determination of that tenderer's qualifications to perform satisfactorily. 32.4 The capabilities of the manufacturers and subcontractors proposed in its Tender to be used by the lowest evaluated tenderer for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price.
33. Employer's Right to Accept Any Tender, and to Reject Any or	33.1 The Employer reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities (if required), shall be promptly returned to the

All Tenders

tenderers.

G. Award of Contract**34. Award Criteria**

34.1 The Employer shall award the Contract to the tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the tenderer is determined to be qualified to perform the Contract satisfactorily.

34.2 The Employer is not bound to award the Contract to any tenderer.

34.3 The Employer may not award the contract if at the time of award of Contract determines that it has insufficient funds or Consents for the project to be completed.

34.4 The Employer may take whatever actions it determines following the rejection of all tenders or not awarding the Contract.

35. Notification of Award

35.1 Prior to the expiration of the period of Tender validity, the Employer shall notify the successful tenderer, in writing, that its Tender has been accepted.

35.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

35.3 At the same time, the Employer shall also notify all other tenderers of the results of the Tendering, and shall publish in the Employer's website the results identifying the Tender and lot numbers and the following information: (i) name of each tenderer who submitted a Tender; (ii) Tender prices as read out at Tender opening; (iii) name and evaluated prices of each Tender that was evaluated; (iv) name of tenderers whose Tenders were rejected; and (v) name of the winning tenderer, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful tenderers may request in writing to the Employer for a debriefing seeking explanations of the grounds on which their Tenders were not selected. The Employer shall promptly respond in writing to any unsuccessful tenderer who, after Publication of contract award, requests a debriefing.

36. Signing of Contract

36.1 Promptly upon notification, the Employer shall send the successful tenderer the Contract Agreement.

36.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful tenderer shall sign, date, and return it to the Employer.

36.3 Upon the successful tenderer's furnishing of the signed Contract Agreement and Performance Security, the Employer will discharge its tender security.

37. Performance Security

37.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful tenderer shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

37.2 Failure of the successful tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. In that event the Employer may award the Contract to the next lowest evaluated tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II: Tender Data Sheet

A. Introduction

1. Scope of Tender

- 1.1 The Employer is: **Honiton Town Council**
- 1.2 The name of the Tender process is: **Tender for Dowell Street retaining wall**

2. Source of Funds

- 2.1 The Borrower is: **none, the project will be fully funded by the Town Council. The Council may secure funds for the project from others**
- 2.2 The name of the Project is: **Dowell Street Retaining Wall**

3. Not Used

4. Eligible Tenderers

- 4.1 Those Contractors assessed as meeting the eligibility criteria.
- 4.2 The formation of a joint venture, consortium, or association (JVCA) after prequalification, and any change in a pre-qualified JVCA, will be subject to the written approval of the Employer prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from the JVCA and the remaining partners do not meet the qualifying requirements;
(ii) the level of participation by partners or the structure of the JVCA is substantially changed;
(iii) the new JVCA is not qualified; (iv) in the opinion of the Employer, a substantial reduction in competition may result; or (v) request for a change in the prequalification status of the Tenderer is received by the Employer after the date 28 days prior to the deadline for tender's submission.

The Employer will notify any changes in the list of pre-qualified Tenderers prior to the tenders' opening.

B. Tender Document

5. Clarification of Tender Document, Site Visit, Pre-tender meeting

- 5.1 Honiton Town Council
Beehive
Dowell Street
HONITON
EX14 1LZ
Tel 01404 42957
Email town council@honiton.gov.uk

Requests for clarification shall be received by the Employer no later than 28 days prior to the deadline for submission of Tenders.

A Pre-Tender meeting **can be arranged at the request of tenderers**.

If a Pre-Tender meeting will take place, it will be at the following date, time and place:

Date: ***As a minimum 28 days prior to deadline for Tender submission***

Time: ***to be agreed***

Place: ***Council Offices, Beehive, Honiton***

A site visit by the tenderer **can be arranged at the request of tenderers** and can be organised by the Employer ***Town Clerk, Honiton Town Council***.

If a Site Visit is organised, it will be at the following date, time and place:

Date: ***As a minimum 28 days prior to deadline for Tender submission***

Time: ***to be agreed***

Place: ***Dowell Street, Honiton***

6-9. inc
NOT USED

C. Preparation of Tenders

10. Language of Tender

The language of the tender is: **English**

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

- (a) Letter of Tender and Appendix to Tender;
- (b) Eligibility Criteria;
- (b) A pen portrait of the site personnel responsible people and their planned attendance (eg frequency/duration) at site;
- (b) A method statement;
- (b) Proposed subcontractors;
- (b) Details of your Considerate Contractor scheme;
- (b) Design statement;
- (b) Mobilisation and construction timetable;
- (b) Schedule of other contract/work commitments (during same timeframe);
- (c) Completed Schedule of Prices / Bill of Quantities as provided in Section IV, Tender Forms

Completed Schedule of Supplementary Information.

Schedule of Supplementary Information shall accompany, but not form part, of the Tender and is required to be submitted in sufficient detail to demonstrate the Tenderer's capability to perform the Contract. Schedule of Supplementary Information shall be submitted using the forms provided in Section IV, Tender Forms, and include the following information:

- a) Attachment 1 - Preliminary Programme
 - i) Site organisation and Method statement;
 - ii) Mobilisation and Construction Schedules;

- iii) Contractor's Equipment; and
 - iv) Contractor's Personnel.
- b) Attachment 2 - Financial Information
 - i) Financial Resources; and
 - ii) Name and address of the bank, which will provide the Performance and Advance Payment Securities.
- c) Attachment 3 - Other Information
 - i) List of Proposed Subcontractors;
 - ii) Current commitments/works in progress; and
 - iii) Name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract.

13. Alternative Tenders

13.1 Alternative Tenders **shall** be permitted.

13.2 Alternative times for completion **are not** permitted.

13.3

In addition to the information listed in ITT the Tenderer must also provide its estimated time schedule that would demonstrate the Tenderer's ability to complete the Works within the Time for Completion, taking into account the time that may be required to obtain the necessary approvals of the Alternative Technical solutions in accordance with the law governing the contract.

Alternative technical solutions shall be permitted for the following parts of the Works:
whole or parts of works: the contract is the JCT Design & Build contract.

If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria

14. Tender Prices and Discounts

-
- 14.1 The prices quoted by the Tenderer shall only be ***subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.***

15. Currencies of Tender

15.1

The prices shall be quoted by the Tenderer entirely in **£, Pounds, Sterling.**
All payments under the Contract shall be made in the currency of the Tender.

16. Documents Establishing the Qualifications of the Tenderer**16.1**

Manufacturer's authorisation shall be required for the following items: structural proprietary products

The Employer shall consider the experience and qualification of the Tenderers only on their sole merits.

The Employer intends to permit Tenderers to claim the experience and capability of companies for the purposes of meeting the qualification criteria, for example in the provision of gabion baskets.

The tender documents shall also specify the minimum requirements for acceptance of the Tenderers' company guarantee by the Employer. The main purpose of such parent company guarantee would be to ensure that the contract will be performed satisfactorily i.e. the contractor's parent company will provide the necessary resources and is fully committed, along with its subsidiary, to ensuring such performance.

16.4

If a Tenderer wishes to claim the experience and capability of a company for the purposes of meeting the minimum qualification requirements, the Tenderer shall submit with

its tender an irrevocable guarantee from its company. The format of the company guarantee shall be approved by the Employer prior to tender submission and shall specify, as minimum:

- the names of the parties to the company guarantee including the name of the Employer, the Tenderer and its guarantor;
- the name of the Contract relating to which the guarantee is provided;
- the validity of the guarantee, which shall be consistent with the time for completion or delivery required under the Contract;
- the law governing the guarantee, which shall be the same as the law governing the Contract; and
- the cumulative limit of liability of the Guarantor under the guarantee which shall not be less than the limit of liability of the Tenderer under the Contract

Failure to furnish suitable company guarantee may result in the rejection of the tender.

18. Period of Validity of Tenders

18.1 The Tender validity period shall be **90** days.

19. Tender Security

19.1 A tender security ***is not*** required.

20. Format and Signing of Tender

- 20.1 In addition to the original of the Tender, the number of copies is: **0**.
- 20.2 The written confirmation of authorisation to sign the Tenderer shall consist of a signature of a Company Director indicating that the person(s) signing the tender have the authority to sign the tender and the tender is thus binding upon the Tenderer

21. Submission, Sealing and Marking of Tenders

- 21.1 Tenderers shall **not** have the option of submitting their tenders electronically.

D. Submission and Opening of Tenders**22. Deadline for Submission of Tenders**

- 22.1 For **Tender submission purposes** only, the Employer's address is :

Town Clerk, Honiton Town Council, Beehive, Dowell Street

HONITON, EX14 1LZ

The deadline for Tender submission is:

Date: Friday 12 December 2025

Time: 12 noon

25. Tender Opening

- 25.1 The Tender opening shall take place at:
Honiton Town Council, Beehive, Dowell Street
HONITON, EX14 1LZ

Date: Monday 15 December 2025

Time: 7pm

Section III: Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

Evaluation Criteria and Methodology

13 Alternative Tenders

13.1 Alternative Technical Proposals

This is a JCT Design & Build Contract (2016) and therefore the Contractor is required to design the construction works. Such design is not considered as an Alternative Tender.

Tenderers wishing to offer technical alternatives to the technical requirements of the tender documents must first price the Employer's Requirements as provided in Part 2, Section VI, of the tender documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including, as appropriate, drawings, design calculations, Technical Specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated responsive Tenderer shall be considered by the Employer.

13.2 **Alternative Time for Completion**

Alternative Time for Completion ***shall not*** be permitted.

Evaluation methodology and criteria for Alternative Times for Completion shall be specified.

14. **Discounts**

The Employer will adjust the Tender Price, using the methodology prescribed by the Tenderer in its Letter of Tender. Only those discounts will be taken into account for the tender evaluation purposes that are read out during the Tenders Opening in

accordance with ITT Para 25.3.

In the event of any ambiguity in the Tenderer's methodology, the benefit of the doubt shall be given to the Employer. If a Tenderer does not accept the Employer's determination, its tender shall be declared non-responsive.

28. Determination of Responsiveness

28.7 Nonmaterial Deviations

Nonmaterial deviations (commercial and technical) in the tender will not constitute cause for rejection but shall be reflected in the evaluation wherever practicable and appropriate. The cost of all nonmaterial quantifiable deviations will be added or deducted to or from the tender price as may be appropriate. A reasonable estimate of the cost will be made by the Employer, taking into consideration the corresponding quotations of other responsive Tenderers or other appropriate market prices. Such costs will be at the Employer's sole discretion. A Tenderer will not be requested or permitted to offer a price adjustment for rectifying such nonmaterial deviations.

Deviations and other factors that are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in tender evaluation.

29. Correction of Mathematical Errors

29.2 Correction of Mathematical Errors

- (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly
- (b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30. Conversion to a Single Currency

30.1 Conversion to a Single Currency

Tenders will be evaluated as quoted in £ pounds, sterling.

31. Tender Adjustments

31.1 The adjustment shall be made using the following methodology:

The adjustment shall be made using the following methodology:

In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (a) making any correction for errors pursuant to ITT Para 29.2;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Price Schedules, but including Dayworks, where priced competitively;
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT Para 14; and
- (d) making an appropriate adjustment for any other acceptable variations, deviations in accordance with ITT 28.

32. Qualification of the Tenderer

32.1 Post-qualification

The Employer will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive tender meets the qualifying criteria specified herein and on the basis of the Letter of Tender and any supplementary information submitted has demonstrated that it is capable of performing the contract satisfactorily.

Qualification (Without Prequalification)

To be qualified for contract award, the Tenderer must demonstrate to the Employer that it substantially satisfies the requirements regarding eligibility, experience, personnel, equipment, financial position and litigation history, specified below:

1 Eligibility

Tenderers shall meet the eligibility requirements: to have no conflict of interest (to be assessed by Letter of Tender).

2 Historical non-performance

A consistent history of historical non-performance and/or litigation awards against the Tenderer or any partner of a joint venture may result in rejection of the tender. To be assessed by Letter of Tender.

Non-performance of a contract did not occur within the last five (5) years prior to the deadline for tenders submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved under the respective contract, and where all appeal instances available to the Tenderer have been exhausted.

Confirmation that there is no pending unresolved litigation against the Tenderer.

3 Financial Situation

3.1 Historical financial performance

The audited balance sheets for the last **5** years shall be submitted and must demonstrate the soundness of the Tenderer's financial position, showing long-term profitability. Where necessary, the Employer will make inquiries with the Tenderer's bankers.

3.2 Average Annual Turnover

The Tenderer shall have an average annual turnover as prime contractor over the last **5 years**

of not less than **2.5 times the estimated annual cash flow in the proposed contract.**

3.3 Financial Resources

The Tenderer shall complete Attachment 2, Financial Information, provided in Section IV, Tender Forms, and demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow for the contract for a period of 4 (four) months, estimated as not less than £100,000, taking into account the applicant's commitments for other contracts.

4 Experience

1 Experience

The Tenderer shall demonstrate that it has successful experience as prime contractor in the execution of at least three projects of a nature and complexity comparable to the proposed contract within the last **5** years; in addition, the following specific experience **of working for a local authority.**

5 Personnel

List only key management and specialist positions including their job title and experience in similar works. *Do not include all principals or head office personnel who are not key to the Project, and other non-specialist personnel.* In addition to the site-based staff, the proposed contract provides for the Works to be designed by the Contractor; particular criteria should be specified for the design personnel that may be proposed by the Tenderer.

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Section IV: Tender Forms

Tender Forms

Letter of Tender

Appendix to Tender

Specification

Schedules of Prices / Bill of Quantities

Schedule of Supplementary Information

Letter of Tender

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address.

Date: _____

Invitation for Tender No.: 2020 / 01

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda issued (if any) in accordance with Instruction to Tenderers (ITT);
- (b) We offer to execute in conformity with the Tender Documents the following Works:
Dowell Street wall, Honiton.
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:

_____;
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our Tender shall be valid for a period of 90 days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that the Appendix forms part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Document;
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest;
- (j) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process, other than any alternative offers submitted;
- (k) Our firm, its affiliates or subsidiaries and the Subcontractors or Suppliers or affiliates of the Subcontractors or Suppliers, for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a

decision of the United Nations Security Council;

(I) We are not a government owned entity.

- (m) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive and that costs incurred in providing this tender cannot be recovered (if successfully appointed or not); and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: ..

In the capacity of: ..

Signed: ..

Duly authorised to sign
the Tender for and on
behalf of: ..

Date: ..

Appendix to Tender / Contract Particulars

Conditions	Data
Employer's name and address	Honiton Town Council, Beehive, Dowell Street, HONITON, EX14 1LZ
Contractor's name and address	
Director's name and address	
Bank's name	
Supplemental Provision 1 to 10 apply	
Construction Industry Scheme (CIS)	The Employer is not a member of the CIS
Time for Completion	<i>Refer to Sections</i>
Framework Agreement	n/a
Defects Notification Period / Rectification Period	365 days.
Sections	<i>Section 1 - Design Section 2 - Construction</i>
Electronic transmission systems	Not allowed
Governing Law	UK
Ruling language	English
Language for communications	English
Time for access to the Site	Commencement Date

Performance Bond	The Bond or performance security will be in the form of a demand guarantee in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	8 am to 6pm
Delay damages for the Works	<u>£35 per whole</u> per day (including Bank Holidays and weekends) for Construction Section only.
Maximum amount of delay damages	100 % of the final Contract Price
<i>If there are Provisional Sums:</i>	none
Percentage adjustment of Provisional Sums	none
Advance payment	n/a
Number and timing of instalments / Stage Payments	Tenderer to specify but expected to be one payment upon completion of Design phase and monthly payments to Practical Completion for Construction phase.
Retention Percentage	10 %
Limit of Retention Money	10 % of the Accepted Contract Amount
Minimum Amount of Interim Payment Certificates	<i>£5,000</i>

Periods for submission of insurance:

Currency/Currencies of Payment

On Award of Contract

£ pounds, sterling

Maximum amount of deductibles for insurance of the Employer's risks

None

Minimum amount of Contractor's Public Liability third party insurance

£5,000,000

Sections and Liquidated Damages

<i>Description</i>	<i>Time for Completion</i>	<i>Delay Damages</i>
<i>Design</i>	<i>6 weeks (from Award of Contract)</i>	<i>None</i>
<i>Construction</i>	<i>12 weeks (from the Employers acceptance of the Contractor's Design Statement)</i>	<i>£35 per whole day</i>

Schedules of Prices / Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- (a) *to provide sufficient information on the quantities of works to be performed to enable tenders to be prepared efficiently and accurately; and*
- (b) *when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of works executed.*

In order to attain these objectives, works should be itemised in the Bill of Quantities in sufficient detail to distinguish between the different classes of works, or between works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Content

The Bill of Quantities should normally be divided into the following sections:

- (a) *Preamble;*
- (b) *Work Items (grouped into parts);*
- (c) *Daywork Schedule (if necessary);*
- (d) *Provisional Quantities and Sums; and*
- (e) *Summary*

Preamble

The preamble should indicate the inclusiveness of the unit prices and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

Many national standard reference guides have been prepared on the subject. One such guide is the Standard Method of Measurement of the UK Institution of Civil Engineers.

Rock

Where excavation, boring, or driving is included in the works, a comprehensive definition of rock (often a contentious topic in contract administration), if not given the Technical Specification, should be given in the preamble, and this definition should be used for the purposes of measurement and payment.

Work items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the works, or

considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities. When a family of price adjustment formulae are used, they should relate to appropriate sections in the Bill of Quantities.

Pricing

The pricing of the Bill of Quantities must be consistent with the pricing and currency provisions in the rest of the document (e.g. Instructions to Tenderers, Tender Data, and Conditions of Contract). There are two common methods of setting up a Bill of Quantities. In the first, rates and prices are entered in the common currency of the tender (specified in the Tender Data) only, with tenderers stating separately their proportionate requirements for local and foreign currencies. In the second method, rates and prices are broken down for each item into local and foreign currency components. The first method is administratively more convenient and is more commonly used in works contracts.

Quantities

Quantities should be computed net from the drawings, unless directed otherwise in the contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

Units of measurement

The metric system is recommended for use, unless other national units are mandatory in the country of the Employer.

Ground and excavation levels

The commencing surface should be identified in the description of each item for work involving excavation, boring, or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (a) a list of the various classes of labour, materials, and construction plant for which basic daywork rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the contractor will be paid for work executed on a daywork basis; and*
- (b) a percentage to be entered by the tenderer against each basic daywork subtotal amount for labour, materials, and plant representing the contractor's profit, overheads, supervision, and other charges.*

A "Daywork Schedule" is commonly found in Contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among tenderers, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the tender documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Tender Summary in order to make the basic Schedule of Daywork Rates competitive.

The total amount assigned to such competitive Daywork is normally three to five (3–5) per cent of the estimated base Contract Price, and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer. A

limitation on quantity should not apply, and the unit rate quoted should be invariable whatever quantities of work are ordered.

Provisional Quantities and Sums

Provision for quantity contingencies in any particular item or class of work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities for the item or class of work in question, and not by increasing the quantities for that item or class of work beyond those of the work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) can be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The amount assigned to such Provisional Sums should be based on a realistic estimate of the likely increases. The use of these Provisional Sums should be monitored very closely, and where the total value of such Provisional Sums exceeds fifteen (15) per cent of the estimated base Contract Price, an audit of these Sums should be carried out when an amount representing fifteen (15) per cent of the base Contract has been expended under Provisional Sums.

The estimated cost of specialised work to be carried out, or of special goods to be supplied, by a nominated subcontractor should be indicated in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate tender procedure is normally carried out by the Employer to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main tenderers (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful tenderer as prime contractor for use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be followed by an item in the Bill of Quantities inviting a percentage (to be quoted by the main tenderer) payable on the actual expenditure of the Provisional Sum.

Summary

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with Provisional Sums for daywork, for physical (quantity) contingencies, and for ~~price contingencies (upward price adjustment) where applicable.~~

DOWELL STREET RETAINING WALL, HONITON**SCHEDULE OF PRICES****PREAMBLE**

1. The Tenderer shall provide (together with the Letter of Tender) the completed Schedule of Prices by the Deadline for Submission of Tenders.
2. The Works are Sectioned in to Design and Build Sections.
3. The Tenderer is required to provide individual prices for each Section of work and the items.
4. Prices must be exclusive of VAT.
5. Prices must be all inclusive of for example, plant and machinery, insurance, overhead costs, cost of Bond etc.

Item		Price (£) exc VAT
To act as Principal Designer wrt CDM Regs		
To act as Principal Contractor wrt CDM Regs		
Section: Design		
Design		
Topographical survey (if needed)		
Clearance for topographical survey (if needed)		
Obtaining Consents (if necessary)		
Studies to support Consent Application (if needed)		
Section: Build		
Mobilisation		
Retaining wall		
Resurfacing		
Drainage (protection)		
Adjacent properties (protection)		
Provision & installation of planters (4no.)		
Provision & installation of bench (1no.)		
Provision & installation of wooden open boarded fencing		
SUMMARY TOTAL		

Dayworks:		
Gang of 2 people for 1 day		
Plant & machinery % uplift on costs		
Materials % uplift on costs		

FORM OF TENDER SECURITY

NOT USED

SCHEDULE OF SUPPLEMENTARY INFORMATION

We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. Schedule of Supplementary Information consist of the following information:

a) Attachment 1 - Preliminary Programme

- i) Site organisation and Method statement;
- ii) Mobilisation and Construction Schedules;
- iii) Contractor's Equipment; and
- iv) Contractor's Personnel.

b) Attachment 2 - Tenderers' Qualifications

Option I - Tenderers' Qualifications Without
Prequalification

Option II - Tenderers' Qualifications Following
Prequalification (Not used)

c) Attachment 3 - Other Information

- i) List of Proposed Subcontractors;
- ii) Name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract; and
- iii) Name and address of the bank, which will provide the Performance and Advance Payment Securities.

PART 2 – REQUIREMENTS / SPECIFICATION

DOWELL STREET RETAINING WALL, HONITON

REQUIREMENTS / SPECIFICATION

1. A plan of the Council's land at Dowell Street is included. The area is bound by 1 Dowell Street, 161 High Street and DCC Highway (Dowell Street).
2. To Design and Build improvement works to reduce the risk of the retaining wall at Council land adjacent to 1 Dowell Street, Honiton. The work envisages using improvement to or replacement of the existing retaining wall (which is in poor condition and at risk) to act as a retaining structure. However, Alternative option/s will be considered.
3. The current retaining wall is approximately 22m long and varying in height from circa 1.8m to 2.65m to top of wall and approximately 1.4m retaining.
4. The Design section will advise on and confirm the construction details. If a retaining wall is proposed it must have structural integrity.
5. Site clearance and preparation, including temporary works and access.
6. Excavation to formation level, including any trial pits or ground investigation required.
7. If proposed, design of retaining wall structure (with structural engineer warranty).
8. If proposed, supply and installation of gabion baskets, geotextile, and stone fill.
9. If proposed, installation of required drainage behind and below gabion wall (perforated pipes, outlets, filter layers).
10. If proposed, backfill, compaction, and landscaping to top of wall.
11. Resurfacing of the Council's land.
12. Treatment to the top and the existing wall will need to be agreed by the Council, and possibly adjacent property owners.
13. Health & Safety compliance, site supervision, and warranties.
14. Coordination with client.
15. Open boarded wooden fencing to be provided in front (so that artwork can be installed at a later date).

16. The Council owned area will be resurfaced and a bench provided and 4no. new planters.
17. A copy of the Council's contingency plan is available and which includes mitigation measures, which has enabled the Council to make a Decision to Tender for works.
18. The Contractor must ascertain with EDDC if any new or further/change/modification to Planning Permission is required and if so to prepare and present the Planning Application (along with any associated reports) to EDDC. The Council will authorise and reimburse to costs of such additional studies and the Planning fee through the Schedule of Prices.

Risks:

1. The Council owns and has Registered its land adjacent to 1 Dowell Street.
2. Ownership of the existing retaining wall has not been definitively proven. The Council has commissioned investigations into ownership and therefore responsibility for the existing wall and it is likely that the Council is responsible.
3. There is no Party Wall Agreement.
4. Adjacent property owners and DCC will need to be informed of the works.
5. Access to the rear of the existing retaining wall will need to be agreed by the Contractor with the adjacent property owners and the costs of and time for that must be included in the Tenderers offer. Notice may need to be served.
6. The Contractor must be Considerate of neighbours.
7. There is an existing property extension close to the retaining wall. The properties at 1 Dowell Street, 159 High Street and 161 High Street are adjacent to and close to the existing retaining wall and must be safeguarded and must not be disturbed.
8. A road closure (or other restriction) of Dowell Street may be required to facilitate the works and if so the contractor must notify the Council and the cost of time of applying for and securing a road closure (or other restriction) from Devon County Council must be borne by the contractor and included in the Tender.
9. The site has several sewers behind and in front of the retaining wall, which must be protected and SWW informed of the works, with any remedial safeguarding actions taken by the Contractor.