

London Borough of Barking and Dagenham

**INVITATION TO TENDER FOR THE FUTURE OF OUR EMPLOYMENT LAND**

You should read these instructions with care before submitting your Tender.

**1. PREPARATION OF TENDERS**

- 1.1 It is the responsibility of each Company to obtain, at its own expense, all information necessary for the preparation of its Tender. Companies shall acknowledge upon submission of their Tender that they fully understand the requirements of the Brief (to be attached as Schedule 1 of Draft Contract) and Tender Documents, the local conditions, the full extent of the obligations under the Framework Contract and that they have not relied upon any information contained in the Tender Documents or subsequent correspondence from the Council in arriving at the tender prices submitted in the Tender Returns.
- 1.2 Information provided to Companies by the Council (whether in the Tender Documents or otherwise) is supplied for general guidance in the preparation of Tenders. Companies must satisfy themselves by their own investigations and at their own expense with regard to the accuracy of any such information used or obtained. No claim for want of knowledge, misleading information or any other factor will be accepted as contributing to the Contractor failing to meet the requirements of the Contract for the tendered sums. Companies should note that neither the Council nor any of its employees make any representations or warranty as to the accuracy of any information or details provided in the Tender Documents or other supporting papers or information subsequently provided to Companies.
- 1.3 No responsibility is accepted by the Council for any inaccurate information obtained by Companies, or for any loss or damage of whatever kind and howsoever caused arising from the use of such information.
- 1.4 All information supplied by the Council in connection with the Invitation to Tender shall be regarded as confidential by the Company except that such information may be disclosed for the purposes of obtaining sureties and quotations necessary for the preparation of the Tender.
- 1.5 The Tender Documents are and shall remain the property of the Council and must be returned upon demand. Copyright in the Tender Documents including Conditions, the Brief and all other Documents forming part of, or mentioned or referred to in, the Tender Documents shall remain vested in the Council.
- 1.6 Companies shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior consent of the Council. Under no circumstances shall

the Contract Documentation or copies thereof be shown to any third person without the prior written consent of the Council.

- 1.7 The Company shall be deemed to have satisfied itself before submitting its Tender, as to the accuracy and sufficiency of the rates and prices stated in its Tender, which shall (except insofar as otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Tender.

## **2. SUBMISSION OF TENDERS**

- 2.1 You must address all aspects of the Brief and associated documentation.
- 2.2 Your Tender submission should include the following documents:
- a. A signed and dated *Form of Tender* (Form included in tender pack)
  - b. A signed and dated Statement that the Tender is *bona fide* (Statement form included in tender pack)
- 2.3 All answers must be provided in English and all monetary figures must be quoted in pounds sterling (£).
- 2.4 Tender documents shall be completed in black ink throughout to facilitate the reproduction of such documents.
- 2.5 It is essential that all sections of the enclosed documents are properly completed and signed where required and returned with your Tender along with any additional documentation which is requested or which you consider necessary to support your Tender. Failure to follow this requirement may result in your firm's tender being disqualified.
- 2.6 Please also note that the documents and other information submitted together with any information previously submitted (and which is not qualified as 'no longer applicable') will together form your Firm's bid. The Council reserves the right to disqualify a Company (or to terminate the contract) if any material misrepresentation is made in any of these documents and other information submitted by your Firm or you do not inform the Council of any change in circumstances.
- 2.7 The tender and all accompanying documents shall be carefully parcelled, sealed, and be addressed as follows:**

**'Tender for: The *Future of Our Employment Land***

**FAO: Peter Wiltshire  
London Borough of Barking and Dagenham**

Room 111  
Town Hall  
1 Town Square  
Barking  
IG11 7LU

**to arrive by 5pm, 11 April 2017**

***No markings or other means of identifying the sender shall be made on the outside of the parcel. Failure to comply with this instruction will invalidate the Tender and it will, therefore, not be considered.***

- 2.8 The Council reserves the right in its absolute discretion to extend the closing date specified in 2.7 above.
- 2.9 The Tender Returns Document and the Certificate that the Tender is Bona Fide must be signed as follows and the Company shall produce immediately upon request by the Council documentary evidence of any authorisation for signature on its behalf in this matter:
- a. where the Company is an individual, by that individual; or
  - b. where the Company is a partnership, by two duly authorised partners;
- or
- c. where the Company is a company, by two directors or by a director and the Company Secretary, such persons being duly authorised for that purpose.
- 2.10 Any Tender submitted by any Company shall be rejected by the Council where the Company:
- a. fixes or adjusts the prices and rates shown within or underlying its Tender by, or in accordance with, any agreement or arrangement with any other person, or by reference to any other person's Tender, or communicates to any person or body other than the Council the amount or approximate amount of prices and/or rates shown in its Tender, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance; or
  - b. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Company in its Tender; or
  - c. offers or agrees to pay or give or does pay any sum of money, inducement 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 Company or other prospective Company's proposed Tender, any act or omission of the sort described in (a) and (b) above; or

- d. in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916, or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
- e. has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender or who has directly or indirectly obtained, or attempted to obtain, information from any such member or official concerning any other Company or any other Tender.

Such rejection by the Council shall be without prejudice to any other civil remedies available to the Council or any criminal liability that such conduct by a Company may attract.

2.11 The Council may in its absolute discretion refrain from considering any Tender if:

- a. it is not in accordance with the Instructions for Tendering and all other provisions of the Invitation to Tender; or
- b. the Company makes or attempts to make any variation or alteration to the terms of the Draft Form of Contract, the Conditions, the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by the Council in writing; or
- c. the Company does not tender for the provision of the whole of the Services; or
- d. it is incomplete or incorrectly completed.

### **3. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION OF DOCUMENTATION**

- 3.1 Companies should seek to clarify any points of doubt or difficulty with the Council in writing before submitting a Tender. Requests for any additional information should be made by email by no later than **5pm on April 6<sup>th</sup> 2017 and addressed to Jamie Simpson: [jamie.simpson@lbbd.gov.uk](mailto:jamie.simpson@lbbd.gov.uk)**
- 3.2 Written (email) replies only will be provided to all such enquiries and any additional points of clarification or information contained therein will be circulated to all prospective Companies. Any answers to questions and advice or other information is given as general guidance and the Company has in terms of the Contract an unqualified responsibility to determine the full extent of the Contract and the resource obligations and the risk, prices or payments submitted in the Tender have upon the Company.
- 3.3 The Council will make all relevant subsequent information available to all parties.

#### **4. TENDER EVALUATION AND POST TENDER PROCEDURE**

- 4.1 When assessing offers, the Council shall consider which satisfactorily meet the Council's specified required outputs and which represent the most economically advantageous offer to the Council.
- 4.2 The Council intends to appoint one firm to make up and lead a Consultancy Team to provide the services within the contract.
- 4.3 The award of the Contract will be based on quality and the most economically advantageous tender to the Council in terms of the criteria and weighting set out in the brief.
- 4.4 It is your responsibility to inform the Council in writing of any changes which occur between the date your Tender is submitted and the Commencement Date of the Contract.
- 4.5 The Council is not bound to accept the lowest or any Tender
- 4.6 Scheduled interviews will take place the week commencing **1 May 2017**.

#### **5. THE BASIS OF TENDERS**

- 5.1 Companies should fill in the Tender Return Document in accordance with the criteria set out therein. The Council is seeking information in a manner which enables it to compare all bids on an equal footing.
- 5.2 Tenders are sought on the basis set out in the Tender Return Document and the information contained therein, together with previously submitted or updated information as supplied.

#### **6. WARRANTIES**

- 6.1 In submitting the Tender, the Company warrants and undertakes to the Council that;
  - a. the Company has complied in all respects with the requirements set out in the Contract Documentation; and
  - b. all information, representations, facts and other matters communicated to the Council by the Company (whether or not in writing) in connection with the Tender are true, complete and accurate in all respects; and
  - c. the Company has not submitted a Tender or entered into the Contract in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Council; and
  - d. the Company has full powers and authority to enter into the Contract and carry out the Services; and

- e. the Company is of sound financial standing and has sufficient working capital, staff, materials and all necessary resources available to carry out the Services in accordance with the Contract for the whole of the Contract Period.

## **7. FREEDOM OF INFORMATION ACT 2000**

- 7.1 The Freedom of Information Act 2000 ('FOIA'), came into force in January 2005. The Act provides that a person requesting information from a public body (for example, a local authority) has a right to know whether the body has the information and then to be given that information unless one of the specified exemptions under FOIA applies.
- 7.2 The Council includes a provision in each of its contracts setting out contractors' obligations under FOIA and Tenderers should familiarise themselves with this. This needs to be read in conjunction with the Council's statutory Publication Scheme, which is available on the council's web site:

[www.lbbd.gov.uk/council/data-protection-foi/](http://www.lbbd.gov.uk/council/data-protection-foi/)