**Instructions for Tenderers**

1. Howden Town Council (referred to as ‘the Council’) looks forward to receiving your tender for the work or goods described in the attached documents. To ensure fairness all tenderers are required to submit their tenders in accordance with these instructions and any further requirements contained in the invitation letter. **Failure to comply could invalidate your tender.**

2. If you do not wish to submit a tender, please return the enclosed documents using the enclosed label (marking the label ‘DECLINED’). It would be helpful if you could state your reasons although you are not obliged to do so.

**Access to Government Information**

3. The provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 may require the Council to disclose information held in connection with this tender and contract once awarded, to anyone who makes a request for that information. If there is any information that you consider to be commercially sensitive or wish to remain confidential then this information should be listed in a separate schedule along with clear and substantive justifications why this information should not be disclosed and what harm to your business could arise from its disclosure. You should also add a time limit when any commercially sensitive or confidential information could be disclosed. This is not normally expected to be more than 7 years. Listing information in the schedule does not remove the Council’s obligation to consider the applicability of the exemption(s)/exception(s) on a case by case basis.

 In responding to a request for the specified information or where it is not clear to the Council if a claim for confidentiality applies, the Council will, where it considers it necessary, use reasonable endeavours to consult you and take into account your wishes to the extent necessary to enable the Council to comply with its statutory obligations under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

**Submission of Tenders**

4. You should send your tender in a plain envelope, using the enclosed label, to arrive at the address shown no later than the time and date stated in the attached letter (unless the date is subsequently amended in writing by the Council).

5. The envelope and any other packaging or labelling **should not identify the tenderer**. (You should note that courier firms often put the sender’s name and address on their outer envelopes).

6. The Council will safeguard all tenders received and open them once the tender deadline has expired.

7. **All** late tenders will be rejected. It is your responsibility to ensure that your tender is received on time.

8. In cases of urgency and **only with prior specific approval**, you may send your tender by email or give details over the telephone. In these cases:

1. prior specific approvals must be obtained from the contact nominated in the Invitation to Tender letter;

2. such tenders will only be admitted on the due date, stated in the Invitation to Tender letter, between the hours of 0900 and the Tender Deadline;

3. such tenders are only admissible subject to the original and complete tender documents being received within two working days and being identical with the advance copies sent by facsimile, or details if given over the telephone;

4. please note that the Council cannot guarantee confidentiality for tenders sent other than by post.

9. You must not alter any of the Council’s Invitation to Tender documents.

10. Tenders may not be considered if any of the information requested is not supplied or the tender is otherwise non-compliant or incomplete.

11. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price – in which case you may give your insurance company or brokers any essential information they ask for, provided that you do so in strict confidence.

12. You must not try to obtain any information about anyone else’s tender or proposed tender before the date of contract award.

13. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender responses. (See also ‘Group Bids’ below).

14. Tender documents must not be transferred to anyone (other than the firm named in the Invitation to Tender) without the prior specific approval of the Council in writing.

15. You must ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required. Any amendments you make to your tender, prior to submission, must be initialled and preferably also noted separately. Correction fluid must not be used.

**Tender Validity**

16. The Council will assume that your tender will remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by the Council, unless you specifically state a different period in your tender.

**Group Bids**

1. In the event of a group of service providers, suppliers or contractors submitting an acceptable offer, the group will be required to nominate a lead partner with whom the Council can make contact. Alternatively the group will need to form themselves into a single legal entity before the contract is awarded. An undertaking that the group will so form themselves, if required by the Council, must be provided when the tender is submitted.

**Acceptance of Offers**

18. You should note that:

1. The Council reserves the right not to accept the lowest, or any, tender.

2. Unless you make any formal statement to the contrary, the Council reserves the right to accept any part of the tender without accepting the remainder.

**Alternative Tenders**

19. If you wish you may tender on the basis of an alternative specification but if you do this then you must also submit a separate, primary, tender based strictly on the enclosed specification. Alternative tenders must be fully priced to show clearly how and where costs differ from the primary tender. You should also note that the Council reserves the right to accept an alternative tender without recourse to retendering.

**Trading Names/Invoicing**

1. If your tender is submitted in the name of one company or organisation but you intend submitting invoices in the name of another, or require payments to be made to another, please give full details. Otherwise there may be delay in payment.

**Specification of Standards**

21. Where reference is made to an International, European or British Standard then you may offer an equivalent to any of these, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified.

**Orders**

22. All orders under the contract will be placed by means of an official Purchase Order issued by the Clerk to the Council. Urgent orders may be given orally in accordance with the contract, and will be confirmed in writing.

**Green Claims Code**

23. You must ensure that any environmental claim you make related to your tender is fully in accordance with the Green Claims Code - this is available on the DEFRA Website www.defra.gov.uk/environment/consumerprod/gcc/index.htm and also from:

 DEFRA Publications, Admail 6000, London, SW1A 2XX

Tel: 08459 556000 Fax: 020 8957 5012 Email: defra@iforcegroup.com

**Legislation of Late Payment**

24. The Council will comply fully with statutory legislation on Late Payment on the basis of claims submitted by the Contractor (i.e. the successful tenderer).