

# **INVITATION TO TENDER**

## **Consultancy Work for a Biodiversity Net Gain Assessment Study**

**Instructions and details of contract**



**Version Control:**

<b>Reviewed/ Updated by:</b>	<b>Date of review/ change:</b>	<b>Version #</b>
ND	19/09/2023	1
AS	19/09/23	2
ND	20/09/2023	3

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**Please read this entire document before completing your response.**

## 1. INSTRUCTIONS:

### Consultancy work for a Biodiversity Net Gain Assessment Study

- 1.1** Rossendale Borough Council (“the Council”), is inviting you to tender for the provision of those services described in Section 2 below (Specification) (“the Service”).
- 1.2** You are required to submit your Tender to meet the specification set out in Section 2 of this Request for Tender.
- 1.3** It is essential that you comply with the following instructions in the preparation and submission of your Tender. The Council reserves the right to reject any Tender that does not comply with these instructions.
- 1.4** Tenders must be received by **12 noon on Tuesday 10<sup>th</sup> October 2023**. Any Tender submitted after this date and time will be disregarded by the Council.
- 1.5** Procurement timescale:  
The process is being conducted in accordance with the following indicative timescale:
- |   |                   |
|---|-------------------|
| • Tender document issued  | <b>19/09/2023</b> |
| • Closing date for receipt of tender                                | <b>10/10/2023</b> |
| • Tenderer Interviews / clarification meeting (if needed estimated) | <b>17/10/2022</b> |
| • Contract award (estimated)  | <b>20/10/2022</b> |
- 1.6** Bidders are requested to register their interest to: [annestorah@rossendalebc.gov.uk](mailto:annestorah@rossendalebc.gov.uk) and [nathaeledavies@rossendalebc.gov.uk](mailto:nathaeledavies@rossendalebc.gov.uk) to ensure that any amendments or questions can be shared with all interested parties. Information about sites to be assessed will be emailed to bidders who have registered their interest to tender. Clarification questions should be submitted to the above emails no later than 12noon Thursday 5<sup>th</sup> October. Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all EOI registered parties.
- 1.7** Other than the registered officers, Anne Storah and Nat Davies, no other Council employee or member of the Council has authority to give information or make representation (express or implied) in relation to the Tender, or any other matter relating to the contract. Any attempt to lobby for or against to members or officers or media during the tender process may be considered grounds for exclusion.
- 1.8** Completed tenders must be sent to the following email only: [tenders@rossendalebc.gov.uk](mailto:tenders@rossendalebc.gov.uk) no later than **12 noon Tuesday 10<sup>th</sup> October 2023**. In the event of a large submission, tenderers are requested to send several emails which are clearly numbered and indexed and titled **Consultancy Work for Biodiversity Net Gain Assessment Study**.

**1.9 Your tender must include the following documents:**

- i Full price schedule and cost breakdown
- ii Responses to Evidence Criteria 1 to 4
- iii Certificate of Non Collusion and Non Canvassing
- iv Acknowledgement and Agreement of the Terms and Conditions
- v Acknowledgement and Agreement of the Data Protection Agreement
- vi Form of Tender

The Council reserves the right to reject any tender where the Tender Response has not been fully completed.

- 1.10** The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.
- 1.11** A Tender submitted in accordance with this Request for Tender will be deemed to remain open for acceptance or non-acceptance by the Council for a period of 90 days from the closing date stipulated. The Council may accept the Tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any quotation.
- 1.12** If your Tender is accepted by the Council, you will be required to enter into a Contract with the Council for the provision of the Services ("the Contract"). The Contract shall incorporate the terms and conditions published with this Request for Tender.
- 1.13** Your Tender must be completed in full and in English.
- 1.14** Your Tender must be submitted in Microsoft Word format and any supporting documentation must be submitted in Microsoft Word, Microsoft Excel or Adobe PDF format. It is your responsibility to ensure that the Council receives your tender by the specified deadline. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance they must contact the Procuring Officers **no later than 12 noon on Thursday 5 October** to enable any technical queries to be investigated and resolved.
- 1.15** Your Tender must be signed and dated where required.

## 2 FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

**2.1** The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

**2.2** As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

**2.3** If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

**2.4** The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

**2.5** The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

### **3 SPECIFICATION:**

#### **Consultancy work for a Biodiversity Net Gain Assessment Study**

#### **3.1 Introduction and Background to the Study**

- 3.1.1** Biodiversity net gain (BNG) is an approach to development (or land management) which ensures that natural habitats are left in a measurably better state after development. From November 2023 major developments defined in the Town and Country Planning Act 1990 will need to deliver at least 10% BNG unless specifically exempt. This will apply to small sites from April 2024. The biodiversity improvement is measured in terms of biodiversity units using natural habitats as a proxy. The Biodiversity Metric providing the biodiversity units calculation has been designed by Natural England to assign a biodiversity value to habitat areas, watercourses and hedgerows. BNG can be secured via conditions attached to a planning permission, a Section 106 agreement or a conservation covenant. This is to ensure that the natural habitats improved or newly created will be managed, maintained and monitored for at least 30 years.
- 3.1.2** There are several ways for a planning application to meet the biodiversity gain objective. BNG can be delivered on the development site, or if this is not feasible, BNG can be delivered off-site, or as a last resort, the applicant can buy statutory credits from the Government which will finance biodiversity enhancement projects located anywhere in England. The biodiversity gain objective can also be met via a combination of these three approaches. The Government encourages BNG to be delivered on-site first and will publish further guidance on how this can be done.
- 3.1.3** It is expected that there will be a market to supply off-site biodiversity units to developments that need them. Local planning authorities will be able to sell biodiversity units from their own land if they chose to participate in the market. However, they will be expected to manage any associated conflicts of interest and will need to comply with the same rules and requirements that apply to other biodiversity unit suppliers. For example, the Local Planning Authority should not favour sites in its ownership over other sites.
- 3.1.4** The price for biodiversity units will need to be agreed between buyers and sellers. It should cover the cost of creating or enhancing the habitats as well as the maintenance and the monitoring of the habitats for a minimum of 30 years including staff time and equipment. Costs should also include fees to secure the Section 106 or conservation covenant necessary to register the off-site on the National Register, as well as any contingency monies.
- 3.1.5** Whilst the requirement for mandatory BNG is set out in the Environment Act, the secondary regulations have not yet been published. Therefore there remains some uncertainty regarding implementation.



## **3.2 Rossendale**

- 3.2.1** One of the smallest boroughs in Lancashire, Rossendale covers an area of 138 square kilometres, with a population of 70,000 people, located in the south east of Lancashire, on the border with Greater Manchester and West Yorkshire. The main towns that now form Rossendale grew rapidly during the Industrial Revolution due to the availability of water and coal to power mills and this led to a strong textile industry.
- 3.2.2** Rossendale is defined by a series of inter-locking valleys, which dissect open moorland, and closely linked small towns line the valley floors. This creates a main urban core from Haslingden through to Whitworth, interspersed with and surrounded by countryside, dictated by geology and topography. This countryside forms part of the broader South Pennine Landscape Character Area, which stretches from Chorley through to Bradford.
- 3.2.3** Rossendale contains some priority habitats including in particular blanket bog as well as upland heath, upland oak and wet woodland, and upland springs and flushes. This countryside still has evidence in places of its importance for farming (mainly sheep grazing which continues today), quarrying (which once was extensive for sandstone and though much diminished still takes place), mining and textile manufacture. As a result, different historic periods are clearly identifiable. More recently disused quarries are being re-used for leisure purposes, for example, Lee Quarry is popular for mountain bikers. Scout Moor Wind Farm lies to the south of the district, bordering with Rochdale. This part of Lancashire also has an extensive network of rights of way.

## **3.3 Scope**

- 3.3.1** The scope of this project is to undertake an assessment of 19 sites to calculate their current biodiversity value (using the latest Biodiversity Metric) and to estimate the uplift in biodiversity value they can deliver and estimate the costs for delivering, maintaining and monitoring this uplift for a period of at least 30 years. This work is intended to inform the Council's decision whether to make sites available on the market to deliver BNG off-site through development management.
- 3.3.2** In total 19 sites have been identified by the Council hosting a variety of habitats (e.g. grassland, woodland, moorland, wetland and watercourses), where biodiversity enhancements could potentially be delivered. The sites cover an area of about 266 ha, with the largest site, an area of moorland, spreading over 154 ha. Further information about the sites will be emailed to parties expressing an interest to tender.

### 3.4 Statement of Requirements

#### Baseline Survey

**3.4.1** In assessing the potential of the sites to deliver an uplift in Biodiversity Units we request use of the CIEEM *Biodiversity Net Gain Design Stage Report* template and in any case the most recent Defra Biodiversity Metric. The project should also aim to comply with the British Standard 8683: *A process for designing and implementing BNG*.

**3.4.2** Specific requirements are set out below:

- a. Undertake a baseline assessment of each site to calculate its existing biodiversity value. The assessment of the site should comprise a desktop-study and a walk-over survey. The categorisation of distinctiveness and condition of each existing habitat in the metric should be evidenced by photographs or species record information. Where used, secondary data sources should be fully referenced.
- b. Consider options to uplift the biodiversity value of the sites (by at least 10%) considering options to improve the condition of the existing habitats, for example through better management, or to create a more distinctive habitat (or a combination of both).
- b. Provide the excel spreadsheets of the Biodiversity Metric and GIS files (shapefiles or TAB files) containing information about the type, extent, condition, distinctiveness and strategic significance of the existing and improved / new habitats (using UKHAB classification).
- c. The report should consider the nature of the soil, the existing land uses, any records of species found on the site from the local record centre (LERN) or a national database, as well as the location of the site within the Lancashire Grassland and Woodland Ecological Network, or other designation.
- d. Provide a BNG Design Stage Report setting out the methods used, the baseline conditions, the BNG good practice principles, the proposed design and the BNG management and monitoring plan for each site.
- e. The report should consider two options for each site. The first option is to consider how to better manage the existing broad habitats and how to improve their condition and/or distinctiveness. The second option is to consider if and how the site could deliver multi-benefits in terms of ecosystem services such as carbon storage, flood risk mitigation and public access to nature. In both cases, the report should consider additionality, and any other sources of funding that could be compatible with delivering BNG on the site.

## Biodiversity Enhancements

**3.4.3** Provide an estimation of costs to manage, maintain and monitor the delivery of the potential biodiversity uplift for a period of at least 30 years.

**3.4.4** Costs should be broken down and include:

- a. Project delivery costs
  - i. Staff
  - ii. Equipment
  - iii. Other capital costs
  - iv. Other costs including legal fees and contingency monies
- b. Maintenance costs and requirements for a period of at least 30 years
- c. Monitoring costs as required through the guidance and legislation

## **3.5 Core Outputs**

**3.5.1** The following should be provided as part of the commission:

- A freestanding baseline assessment of each identified Council owned site
- A freestanding draft report to be produced in MS Word format
- A freestanding final report to be produced in MS Word format
- Completed Biodiversity Metric excel spreadsheets for each sites (one or two for each biodiversity uplift options)
- GIS files showing at least the type, extent and conditions of the existing and proposed habitats for the sites

**3.5.2** The report should highlight any difficulties encountered during the project and recommendations for next steps.

## **3.6 Provision of Information:**

**3.6.1** The Council will provide a copy of the following relevant information – please refer to the appendix register at the start of this document.

- Standard Terms & Conditions (APPENDIX A)
- Employers Requirement (APPENDIX B)
- Certificate of non collusion & canvassing (APPENDIX C)
- Data protection (APPENDIX D)
- Form of Tender (APPENDIX E)

These documents are available in the appendices at the end of this document.

## **3.7 Management Arrangements:**

**3.7.1** This commission will be managed by Anne Storah, Principal Planner and supported by Nathaele Davies, Senior Planner in the Forward Planning Team.

The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.

- 3.7.2** Tenderers may be required to make available key members of their delivery team who will be responsible for the provision of the Contract to demonstrate their understanding and approach as outlined in the Tender and to allow the Council an opportunity to clarify any aspect of the Tender. Meetings, if required, are expected to take place on Tuesday 17 October at The Business Centre, Futures Park, Bacup, OL13 0BB or online via teams.
- 3.7.3** Tenderers are expected to be notified of this meeting on or before Friday 13 October. Tenderers will be allocated a time slot on the above date for the interview / clarification meeting which will last no longer than 1 hour. Tenderers may bring no more than 3 representatives to the meeting including wherever possible the proposed Project Manager.
- 3.7.4** Following the signing of the contract, the successful Tenderer will be invited to an inception meeting at the Council's Offices to discuss the delivery of the work. This is estimated to take place in person on Tuesday 31 October, following the standstill period. The Council will also request a meeting soon after the initial baseline ecological assessments have been completed ahead of the work relating to specific BNG enhancements. A further meeting is scheduled once the draft report is submitted and then possibly when the final report is provided. The Council reserves the right to request an additional meeting to present the results of the study.

### **3.8 Submission Requirements:**

3.8.1 Tenderers are invited to submit proposals to Rossendale Borough Council for consideration demonstrating the following:

- An understanding of the brief and requirements;
- A fully costed Schedule of Works as provided in this tender document;
- A work programme timeline which reflects the methodology to achieve the proposed project works.

### **3.9 Resources and Personnel:**

**3.9.1** Tenderers must specify how their project team will be set up, who will lead it and the roles each member of the team will play; the roles and responsibilities of any sub-consultants should also be set out clearly. CVs of the project personnel including the Project Manager, and other appropriate staff, should be provided.

**3.9.2** A clear day to day Project Manager must be identified who will be the main contact and who will have full knowledge of every aspect in the preparation sections of the Tender so that any immediate issues can be quickly addressed, or meetings attended at short notice. A schedule of inputs for each team member should be included.

### **3.10 Capability Statements and References**

**3.10.1** Bidders will be required to demonstrate a proven track record with regards to the requirements of the commission. The key skills and competencies required from contractors are:

- Knowledge and understanding of Biodiversity Net Gain;
- Experience and knowledge of ecological assessment methods
- Experience of having worked on habitat restoration projects.

**3.10.1** Please provide details of two comparative or relevant projects carried out by your organisation and by the individuals who would be part of the project (please limit each example to one double-sided A4 page).

**3.10.2** Details of two independent referees (including at least one Local Authority where possible), for whom similar, or comparable, work has been conducted.

### **3.11 Tender Pricing**

**3.11.1** Tenderers are requested to submit a detailed cost breakdown for each elements of the works, together with overall costs, including VAT and contingency, and details of the hours expected per team member. A project programme is also required and **must** be updated regularly to ensure that the works are delivered within the required timescales.

## **4. EVALUATION CRITERIA and SELECTION PROCESS:**

**4.1** The criteria described in this Request for Tender is the Criteria used by the Council to determine the most economically advantageous Tender. You must provide the information required in Appendix E (Form of Tender). The information you provide will be evaluated by the Council using the criteria described below and the Contract will be awarded to in accordance with this criteria.

**4.2** Your Tender Response will form part of the Contract.

**4.3** The Council reserves the right to request you to attend an interview to clarify matters contained within you Tender Response.

**4.4** Tenders will be scored using the following criteria:

Criteria		Weighting
1	<p><b>Experience and Understanding of the Biodiversity Net Gain Approach, the Biodiversity Metric and the restoration of natural habitats:</b></p> <p><i>Tenders will be evaluated as to the proposed method for delivery of the Contract including:</i></p> <ul style="list-style-type: none"> <li>• Overall approach proposed for providing the Contract including methods of working</li> <li>• Understanding of how the Study fits within Biodiversity Net Gain approach</li> </ul>	10
<b>Information required from Tenderers:</b>		
(a)	<i>Details of how you intend to provide the requirements in accordance with the Contract.</i>	
(b)	<i>Examples of similar projects undertaken</i>	
2	<p><b>Ability to meet timetable:</b></p> <p><i>Evidence is required of how the project will be managed and in particular the ability to meet tight deadlines to fit in with readiness for BNG and the submission of the Final Report by the deadline of 15 March 2024:</i></p> <ul style="list-style-type: none"> <li>• Proposals for how the project will be managed</li> <li>• Indication of how risks will be managed</li> </ul>	30
<b>Information required from Tenderers:</b>		
(a)	<i>How you intend to work proactively with the client and develop effective working relationships</i>	
(b)	<i>Detailed Programme of Works, setting out key phasing, milestones, meetings</i> <i>Staffing resource availability to meet last minute changes and deadlines</i>	
(c)	<i>Effective Project Management including client meetings and liaison</i>	
(d)	<i>How pressures with other competing workload will be managed</i>	
(e)	<i>Consideration of ecological walk-over timeframe</i>	
3	<p><b>Value for Money:</b></p> <p><i>Tenders will be evaluated as to financial acceptability including:</i></p> <ul style="list-style-type: none"> <li>• Approach to pricing for the Contract and any enhancements proposed</li> <li>• Detailed Pricing Schedule for each element of work, including staff hours and rates</li> <li>• Overall value for money</li> </ul>	50

<b>Information required from Tenderers:</b>		
	<p><i>Complete a Pricing Schedule. These should include, as a minimum, details of your proposals in relation to each phase of the Work and the project as a whole</i></p> <p>(a) <i>charging for each element of the works;</i></p> <p>(b) <i>the financial impact (if any) of any proposed enhancements; and</i></p> <p>(c) <i>service credits in the event of a failure to meet the Core Outputs</i></p> <p><i>In providing your response to (a) and (b) above please detail any assumptions you have made and detail your proposals for variations to the fees in the event that any of these assumptions were to change.</i></p>	
4	<p><b>Skills and experience of key staff to be employed:</b></p> <p><i>Tenders will be evaluated as to how much time is allocated to the work, the seniority of staff involved and in particular the availability of the Project Manager:</i></p>	<b>10</b>
<b>Information required from Tenderers:</b>		
(a)	<i>Names, location and experience of key staff in particular the Project Manager and any staff allocated more than 2 days work</i>	
(b)	<i>Contingency issues if key staff are not available for reasons of sickness and other work pressures</i>	

**4.5** The answers provided in your response will be evaluated and scored. Bidders who self-certify that they do not meet the requirements of this section will be excluded. The provision of insufficient or false information and/or any responses that leads the Council, acting reasonably, to conclude (considering the risk that the relevant answer concerns the Bidder's ability to properly perform the contract) that it would be inappropriate to select the Bidder on this occasion, will result in exclusion. Exclusion grounds may apply at any point in the procurement process up to the award of contract.

#### **4.6 SCORING METHODOLOGY:**

4.6.1 The following scoring methodology shall be used for the above Criteria:

## 4.6.2

<b>Score</b>	<b>Performance</b>
<b>0</b>	The response raises major concerns about understanding or approach which is potentially highly detrimental to satisfactory service delivery or contract performance.
<b>1</b>	The response suggests significant shortcomings of understanding or approach which may impact on service delivery or contract performance.
<b>2</b>	The response suggests minor shortcomings of understanding or approach which may impact to a short extent on service delivery or contract performance.
<b>3</b>	The response raises no concerns about understanding or approach to service delivery or contract performance.

If a tender scores '0' against any one or more method statements, this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.



**Appendix A:**

Please see link for copy of RBC Standard Terms and Conditions:

[https://www.rossendale.gov.uk/info/210170/business/10745/working\\_with\\_the\\_council](https://www.rossendale.gov.uk/info/210170/business/10745/working_with_the_council)

Please sign below to indicate you have read and accepted these terms & conditions:

Signature:.....

Date:.....

Position:.....

## **APPENDIX B: Employers Requirement**

Tenderers should note that the successful Tenderer will be asked to contract with the Council to ensure that they adhere to these obligations. The Council will, if appropriate, monitor the successful Tenderer's compliance throughout the Contract Period.

### **Compliance with Equality Legislation:**

The Council requires service providers to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than 5 employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. During the Contract Period the Council may work with contractors, who at present do not fully comply, to help them put in place policies and practices to do so.

#### **LEVEL 1 (LESS THAN 5 EMPLOYEES)**

Organisations with fewer than 5 directly employed persons will be expected to meet the appropriate level of compliance for the delivery of the Contract. Should recruitment increase the size of the organisation to 5 or more employees the organisation will be expected to meet the appropriate level of compliance.

#### **LEVEL 2 (5 TO 49 EMPLOYEES)**

All organisations with between 5 and 49 employees must achieve criteria 1 – 4 listed below.

1. All organisations must have an equality policy in respect of race, gender, disability, age, sexual orientation and religion/belief that covers at least:

(a) recruitment, selection, training, promotion, discipline, grievance and dismissal.

(b) discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.

(c) identification of the senior position with responsibility for the policy and its effective implementation.

(d) how you communicate the policy to your employees.

2. Effective implementation of the policy in the organisation's recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.

3. The policy should either be reviewed to reflect changes in legislation or within a three-year period whichever occurs first.

4. To monitor the gender, disability and ethnicity of job applicants. We would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

### **LEVEL 3 (50 OR MORE EMPLOYEES)**

All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the additional criteria 5-10 listed below:

5. Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline, grievance and dismissal of employees.
6. Provide equality training for managers and any employees responsible for recruitment and selection.
7. In addition to criterion 4 (Level 2) carry out monitoring on the number of employees from different gender, disability and ethnic groups by grade when:
  - (d) in post
  - (e) applying for posts
  - (f) taking up training and development opportunities
  - (g) promoted
  - (h) transferred
  - (i) disciplined and dismissed
  - (j) a grievance is raised
  - (k) leaving employment

The Council would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

8. If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.

9. In respect of 7 and 8 above, annual monitoring and reporting is required regarding equality issues within the workforce.

Organisation's recruitment advertisements and publicity literature should state that equal opportunities practices are in place.

The Council request a copy of the company Environmental policy, a copy of the company Equal Opportunities Statement & Policy, public liability and professional indemnity insurance details to accompany the tender submission.

## **APPENDIX C: Certificate of non-collusion and canvassing:**

To: Tenders – Corporate Support, Room 207, The Business Centre, Futures Park, Bacup  
OL13 0BB, tenders@rossendalebc.gov.uk

### **Statement of Non-Canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, Employee, Representative or Adviser of Rossendale Borough Council in connection with the proposed award of the Contract by Rossendale Borough Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, Employee, Representative or Adviser of Rossendale Borough Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **Statement of Non-Collusion**

The essence of selective tendering for the Contract is that Rossendale Borough Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- communicate to a person other than Rossendale Borough Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that Rossendale Borough Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signature:.....

Date:.....

Position:.....

**Appendix D Data protection:**

[https://www.rossendale.gov.uk/downloads/file/14401/data\\_processor\\_agreement](https://www.rossendale.gov.uk/downloads/file/14401/data_processor_agreement)

Please sign below to indicate you have read and accept this agreement:

Signature:.....

Date:.....

Position:.....

## Appendix E Form of Tender

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

1. A copy of the company Environmental policy; a copy of the company Equal Opportunities Statement & Policy; public liability and professional indemnity insurance details

**I/We confirm that the I/we can supply the Contract as specified in the Invitation to Tender at a total cost of [insert figure net of VAT] based on [insert details of how Price is calculated].**

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender [and any variations to the Standard Terms and Conditions or Special Terms and Conditions agreed by the Council] to execute the Contract within 15 business days of such acceptance (or otherwise as agreed with the Council) and if required in the interim provide the Contract in accordance with the Contract if necessary.

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signature:.....

Date:.....

Position:.....