

INVITATION TO TENDER

Tender for Retained Commercial and
Residential Surveyor

ROSSENDALE BOROUGH COUNCIL

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Important Notice

This Invitation to Tender (“ITT”) is issued to those who wish to tender (“Tenderers”) to Rossendale Borough Council (the “Council”) to undertake the Retained Commercial & Residential Surveyor role (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations.

Introduction

- 1.1.1 Rossendale Borough Council (RBC) are seeking Tender submissions to support the valuation of commercial and residential properties, buildings and land in the Rossendale area.
- 1.1.2 RBC is seeking to refresh current arrangements to ensure that proposed costs are in line with current market practises and manageable timescales are agreed.
- 1.1.3 Section 2 of this document outlines the specific requirements of this Tender.

1.2 The Purchase, Lease & Rental (PLR) Application Process

- 1.2.1 In Rossendale, members of the public can apply to purchase, lease or rent an asset owned by Rossendale Borough Council (RBC). This process is managed by the Property Team, Economic Development Directorate at RBC. Further details on this can be found in Appendix 4.
- 1.2.2 Should an asset pass the stage one checks, RBC will enter into negotiations with the applicant to rent or dispose of the asset.
- 1.2.3 The applicant can suggest a price within their application however in order to ensure a fair transaction, the asset must be independently valued. Therefore, all surveys must be undertaken by an external RICS accredited surveyor, this ensures governance is adhered to under the RICS code of conduct and this ensures that both parties can be confident that the proposed pricing is fair. The cost of the valuation is then passed to the applicant.
- 1.2.4 Property look to outline the potential costs incurred to applicants during the process. Despite this, currently the cost of a valuation can vary greatly depending on the size of the plot, the location, the complexity and sometimes the current workload of the surveyor.
- 1.2.5 Following the above; The surveyor is contacted for a quotation on the valuation cost for each site before agreeing the price with the applicant, taking payment of the fee and subsequently instructing the surveyor to carry out the work.

1.3 Rationale for Tender

- 1.3.1 Currently there is no fixed valuation fee for surveys commissioned by RBC.
- 1.3.2 In respect of this (1.3.1), there is a requirement to obtain a quotation for each valuation request and one surveyor each for residential and commercial properties / land.
- 1.3.3 Due this process delays in achieving the valuation report are commonplace – as the process spans a lengthy period of time (application-quotation-report).
- 1.3.4 RBC are seeking to streamline this process by issuing this Invitation to Tender to procure a number of surveyors to deliver valuation work against a fixed or semi-fixed valuation fee and timescale. One to undertake commercial work and one to undertake residential work.
- 1.3.5 RBC are committed to incorporating fixed or semi-fixed valuation fee/timescales into the terms and conditions of any contract with a prospective Tenderer.
- 1.3.6 By providing a predetermined banding structure of proposed costs this will better inform the applicant and will further streamline the PLR application process.
- 1.3.7 When the Council is purchasing land or buildings the cost band schedule (Appendix 5) will also apply.

2 Project Requirements

2.1 Scope of Services

- 2.1.1 RBC is seeking to appoint two RICS accredited surveyors, able to undertake Red Book valuations for any and all PLR applications made to the Council.
- 2.1.2 These applications can be for either residential (garden plots, allotments, dwellings) or commercial (shops, industrial units, land for a commercial purpose).
- 2.1.3 In accordance with the potential applications received by the Council (2.3.2), the Tenderer should make available a surveyor for each type of application.
- 2.1.4 The surveyor will be insured to undertake one type only and it is worth noting that the residential surveyor typically sees a higher workload.
- 2.1.5 The majority of transactions of this nature tend to fall between the £1000 - £10,000 price bracket. However, this could increase to a figure in the region of £100,000.
- 2.1.6 The length of contract will be 60 months, an inflation clause against CPI will be awarded from the 1st April annually.
- 2.1.7 The surveyor's must have an office within 15 miles of Rossendale to ensure ease of access.
- 2.1.8 The surveyor would be required to respond to a request to provide a quotation / confirm the pricing within 2 working days to acknowledge receipt and to confirm the cost of the valuation so that RBC can confirm this with the applicant.
- 2.1.9 The applicant would then make the payment to RBC and once received the valuation would be instructed. RBC will contact the surveyor via e-mail to an agreed address and will follow up with a telephone call, where possible.
- 2.1.10 The surveyor would be required to attend the site and undertake the valuation within ten working days from instruction – unless in extreme circumstances or by prior arrangement. RBC will arrange access where required and will provide maps and a detailed description of the plot and the required use.

- 2.1.11 The surveyor will be required to present the valuation report in an e-format and the valuation should include a Land Registry Compliant plan. The report should be provided within ten working days from the above site visit – unless in extreme circumstances or by prior arrangement.

2.2 Fee Value

- 2.2.1 The surveyor will be required to submit a fixed valuation fee to undertake the work on a sliding scale.
- 2.2.2 To enable RBC to be able to outline the cost with the applicant and for the applicant to be able to estimate the fees prior to submitting their application, the cost will be fixed.
- 2.2.3 The value will be on a sliding scale based on the estimated value of the plot and complexity of the application.
- 2.2.4 Previous applications will be used a benchmark – however, the surveyor will confirm the band when providing the aforementioned fee (2.2.1).
- 2.2.5 A full red book valuation is not automatically required – however, the surveyor will confirm the relevant additional cost should a full red book valuation be required. Typically, a letterhead valuation will suffice.
- 2.2.6 The surveyor should provide a fixed fee for each of the below bands. Stating clearly whether the valuation category is residential or commercial. Applicants must complete the cost band schedule in Appendix 5.

3 **Timescales**

- 3.1 Responses are due back in a single bound PDF by email (due to Covid-19 pandemic RBC cannot receive any paper responses) **no later than 13:00 pm on Wednesday 27th October 2021 to tenders@rossendalebc.gov.uk** Only this e-mail address may be used for the submission.

File size must be kept below 10MB, if the file is larger the 10MB please send multiple emails clearly marking the order of documents. Please see full submission instructions in section 5 of this document.

- 3.2 Timescales for the process are expected to be as follows, but are subject to change as the process develops:

Out to Tender:	Friday 17 th September 2021
Intention to Tender Form released:	Friday 17 th September 2021
Deadline for receipt of queries:	5:00pm on Friday 15 th October 2021
Final response to queries:	5:00pm on Wednesday 20 th Oct 2021
Tender deadline:	13:00pm on Wednesday 27 th Oct 2021
Tender decision:	To Be Confirmed

4 Project Governance

- 4.1 RBC act as contract manager for the commission.
- 4.2 The commission will be managed by Property at RBC.
- 4.3 Contact shall be with the Senior Property Officer and their line manager, the Head of Regeneration.
- 4.4 Initially in line with government recommendations, social distancing and online meetings may be required due to Covid-19 Pandemic.

Any queries relating to this document are to be sent by email to luciegreenwood@rossendalebc.gov.uk no later than 5:00pm on Friday 15th October 2021.

5 Submission Criteria

5.1 Overview of Submission

5.1.1 Prospective Tenderers must submit via email to luciegreenwood@rossendalebc.gov.uk an Intention to Tender Form (Appendix 3) before 5pm on Friday 15th November to ensure inclusion in all responses to previously made queries.

5.1.2 Submissions will be assessed based on 20% scored response (4 method statements in section 6) and 80% cost.

5.1.3 Responses are due back in a single bound PDF by email no later than 1:00pm Wednesday 27th October to tenders@rossendalebc.gov.uk.

5.1.4 File size must be kept below 10MB, if the file is larger the 10MB please send multiple emails clearly marking the order of documents.

5.2 The following information is required as part of the submission:

5.2.1 Tenders must be written in the English language.

5.2.2 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.

5.2.3 The Tender (including price) should remain valid for a minimum period of 90 days.

5.2.4 The Tender must not be qualified in any way.

5.2.5 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.

5.2.6 Your full registered business/name and main office address must also be provided on all documents.

5.2.7 Methodology describing Tenders approach to surveying PLR's and how the Tender has got to a proposed fee.

- 5.2.8 A fixed fee quotation in the context of aforementioned price boundaries (2.2.6) for the services described in this brief. All fees shall be stated in pounds sterling and exclusive of VAT.
- 5.2.9 A copy of Terms of Business.
- 5.2.10 Proof of all relevant insurance to undertake surveys.
- 5.2.11 Evidence of RICS accreditation.
- 5.2.12 Signed Certificate of Non-Collusion and Non-Canvassing (Appendix 2).
- 5.2.13 The Data Processor Supplemental Agreement (please see RBC Standard Terms and Conditions/Data Protection link in section 9) to signed on appointment.

6 Assessment Criteria

- 6.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 6.2 Each Tender will be checked initially for compliance with all requirements of the Invitation to Tender.
- 6.3 Tenders will be evaluated against the award criteria set out below.
- 6.4 During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 6.5 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course. Due current Covid-19 Pandemic circumstances, interviews will be held online or at a social distance.
- 6.6 Submissions received will be assessed on a price / quality basis as described below:
- Submissions which exceed the fee budget may not be considered further. The budget fee for this project will remain confidential until closure of this Tender.
 - Scores will then be awarded based on 20% scored response and 80% cost.
 - The highest scoring Tender will be the one which can demonstrate work on a similar commission by a capable team for the most commercially advantageous fee.

Scored Response: 20%		Cost: 80%	
Method	Statement 1 –	5%	
Experience and examples of work in the Rossendale area in			

line with criteria set out in Section 2 (1000 words).		
Method Statement 2 – Brief statement of career experience in this field (250 words).	5%	
Method Statement 3 – Detail regarding methodology for prioritising workload for both RBC and other clients (500 words).	5%	
Method Statement 4 – Evidence customer satisfaction and professionalism when conducting surveys (500 words).	5%	

7 Freedom of Information Act and Environmental Information Statement

- 7.1 The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- 7.5.1 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

7.5.2 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

7.5.3 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.

8 Contract Documents

- 8.1 Please refer to the Council Standard Terms and Conditions of Contract. Link in Section 9.
- 8.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 8.2 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and may allow for a standstill period to elapse before sending confirmation of contract award to the successful Tenderer.

9 Appendices

ITEM
Appendix 1 – Liquidated Damages
Appendix 2 – Non-Collusion and Non-Canvassing Certificate(please sign and return)
Appendix 3 – Intention to Tender Form (please sign and return)
Appendix 4 – PLR (Purchase, Lease, Rental) Application Process Guidance
Appendix 5 – Cost Band Schedule
Please see link for copy of RBC Standard Terms and Conditions/Data Protection Processor Agreement: https://www.rossendale.gov.uk/info/210170/business/10745/working_with_the_council
SIGNED: <i>Lucie Greenwood</i>