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**BURNLEY
BOROUGH
COUNCIL**

TOWNSCAPE HERITAGE STAGE II :
PADIHAM – CRAFTING THE FUTURE

Invitation to Tender (ITT)

Date of Issue

6th September 2016

TENDER RESPONSE DEADLINE: 3pm, 26th
September 2016

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1. INFORMATION TO TENDERERS

- 1.1. Tenders are invited from organisations that have the resources and ability to undertake the professional services outlined within the Tender Brief. In summary the Council requires the support of a range of professional services to develop the 'Padiham – Crafting the Future' project and prepare a Stage II Heritage Lottery Fund (HLF) Townscape Heritage (TH) application. The Council wish to appoint a suitably experienced and qualified (RICS / RIBA / IHBC accredited) consultant or consortium to work with the Council's project team in developing the detailed plans for capital works and development of the stage II bid.
- 1.2. The appointed consultant, in consultation with property owners within the boundary of the TH area, is required to undertake detailed building surveys of target historic buildings in order to develop a schedule of eligible works in terms of repairs, restoration and/or re-instatement of original features for each building alongside a breakdown of estimated costs for the works. In addition valuations / development appraisals are required for a number of buildings to calculate the grants towards the 'conservation deficit' of a project to bring vacant floorspace back into use.
- 1.3. The findings of the building condition surveys and development appraisals / valuations will enable the Council to develop the required Detailed Scheme Plan proposals for inclusion in the Stage II Padiham TH application to the HLF. It will further enable the Council to refine the prioritisation of the target TH properties and inform the final proposals for the TH grant programme.
- 1.4. The proposed Contract period will commence on the 10th October 2016 until 12th December 2016.
- 1.5. The Invitation to Tender (ITT) sets out the nature and extent of the Council's requirements and the conditions upon which the Services are to be provided. Tenders will be evaluated against the following criteria to establish the most economically advantageous tender:

Contract Price = 40% of the marks available	Quality = 60% of the marks available
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- 1.6. This Tender Document comprises of the Instructions for Tendering, the Form of Tender, and the Method Statements.
- 1.7. In the event of any conflict arising between any of the provisions of the Tender Document issued by the Council and those submitted by the Tendering organisation, the Council's Tender Document shall be the definitive version.
- 1.8. Additional information relevant to this contract is available – please refer to the Tender Brief.

2. INSTRUCTIONS FOR TENDERERS

- 2.1. In order to submit a compliant Tender response, Tendering Organisations must ensure that the instructions in this document are followed and all required documents are returned.
- 2.2. Tenderers are advised to consider the Tender Document and all associated information in detail in order to satisfy themselves as to the nature and extent of the Council's requirements.
- 2.3. Tenderers are responsible for ensuring that they are fully familiar with the nature and extent of the proposed requirements and shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 2.4. The Tender Document and all other associated information and documents must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to tender or release details of the Tender Document other than on an 'in confidence' basis to those who have a legitimate need to know or with whom the Tenderers need to consult for the purpose of preparing the Tender. The Tender Document shall remain the property and copyright of the Council.
- 2.5. The Council shall not be held liable for any costs, expenses and charges relating to or arising from the preparation of the Tender including without limitation, the preparation of the documentation, attendance at meetings, inspection of premises.
- 2.6. The Tender must be submitted strictly in accordance with the instructions in this Tender Document. The Tender must not be conditional or be accompanied by statements that could be construed as rendering it equivocal and/ or placed on a different footing from any other Tenderers.
- 2.7. Only Tenders submitted strictly in accordance with these instructions will be accepted for consideration. For the avoidance of doubt, this Tender Document does not allow for the submission of Variant Bids.
- 2.8. There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification requests relating to the Tender Documents will be answered.
- 2.9. The Council reserves the right to issue the response to any clarification request made by you to all Tenderers unless you expressly require it to be kept confidential at the time the request is made.
- 2.10. If the Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the request without receiving a response to the clarification request. The Council will, where reasonably practicable to do so, attempt to reply to clarification requests within 3 working days.
- 2.11. The information contained in this Tender Document and the supporting documents and in any related written or electronic or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness

and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

- 2.12. Tenders shall be submitted on the basis that the price offered therein shall remain valid for 3 months from the Tender submission deadline date; that is until the 20th December 2016.
- 2.13. The Council does not bind itself to accept the lowest, or any Tender and shall not incur any liability in respect of the Tender submitted.
- 2.14. The Council may, and hereby reserves the right to, alter the contents but not the intention of the Tender Document prior to the closing date for Tender submission. Any amendments will be forwarded, in writing, to all Tenderers.
- 2.15. No person other than the Authorised Officer shall have the authority to vary any part of the Tender Document who shall only do so only in writing to all Tenderers. For these purposes, the Authorised Officer is the Head of Regeneration and Planning Policy or appropriate Officer as delegated.
- 2.16. The Council reserves the right to require a Parent Company Guarantee, Performance Bond or other form of assurance in relation to this Contract.
- 2.17. Tenderers are deemed to have fully satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the Method Statements, rates and prices stated which in the event of the Tender being accepted, shall (except insofar as it is otherwise provided) cover all the obligations under the contract including without limitation, all fees, labour; equipment, materials, transport, insurance, administration, operating costs, telephones, faxes and other overhead charges, profit, other costs, expenses, disbursements, all general risks, taxation duties, maintenance, liabilities, obligations and liabilities set out or implied as necessary to comply with the contract.
- 2.18. No claim against the Council shall be allowed whether in contract or tort or under the Misrepresentation Act 1967 or otherwise on the grounds of any inconsistencies.
- 2.19. The Council may attend any of the Tenderer's premises to inspect the premises and procedures in place for the delivery of services. Such Tenderers will be notified in due course of the location, date and time of any premises visit.
- 2.20. Tenders are submitted on the condition that the Authorised Officer may, after opening the Tender, discuss verbally or in writing with the Tenderer the details of the documents submitted prior to formal acceptance of a Tender by way of clarification (please note that such clarification enquiry does not in any way invite negotiation), without in any way committing the Council to accept such Tender. Tenderers may be required to attend a clarification meeting as part of the Council's Tender clarification process. This will be confirmed with each Tenderer if appropriate and in advance.
- 2.21. Any unauthorised amendment, qualification or deletion of, or addition to, the Tender Document, by the Tenderer, issued by the Council may invalidate this Tender.

- 2.22. The Tenders must be made on the Form of Tender incorporated in the Tender Document and all aspects must be complete in full. The Tender must be completed in English in black script and submitted in accordance with these Instructions for Tendering.
- 2.23. The Tenderer must provide a Fee Schedule. The fees are for delivery of the commitments set out in the Tenderer's Method Statement responses.
- 2.24. Only those prices submitted in Fee Schedule will be used for pricing evaluation purposes.
- 2.25. The documents must be signed by the Tenderer and submitted in the manner and by the date and time stated in Section 4, together with all the supporting documents as stated in this Tender Document.
- 2.26. All documents requiring a signature must be signed;
- Where the Tenderer is an individual, by that individual;
 - Where the Tenderer is a partnership, by two duly authorised officers;
 - Where the Tenderer is a company, by either two Directors or a Director and the Company Secretary such persons being duly authorised for such purpose.
- 2.27. The Tenders shall be submitted on the basis that acceptance of a Tender by the Council shall be binding for all purposes but subject to termination or rescission of the Contract at the Council's option in the event of (i) any material non-disclosure by the Tenderer and or (ii) failure to reach agreement with the successful Tenderer on all of the details of the documentation which is required to be agreed within the period specified in the Tender Document or if none is stated within a reasonable period.
- 2.28. Rates and prices must be quoted in pounds sterling to two decimal places (exclusive of Value Added Tax).
- 2.29. Any questions concerning any aspect of this Tender Document or the Tender process should be directed in writing to Sarah Heslop, Development Officer, sheslop@burnley.gov.uk.
- 2.30. The above named officer is the only person Tenderers are permitted to approach, and any attempt to obtain information from other Council Officers or employees could result in exclusion from the Tender process.
- 2.31. For Tender opportunities above the appropriate OJEU threshold and prior to contract award the Council will exercise a standstill period in accordance with the Public Contracts Regulations 2015.
- 2.32. The engagement of the successful Tenderer is subject to the formal approval process of the Council. Until all necessary approvals are obtained and where appropriate the standstill period is completed, no contract will be entered into.
- 2.33. You must inform the Council in writing immediately if there is any change in control, composition or membership of your organisation or your consortium members or where any other material factor has altered subsequent to your expression of interest in this procurement process.

- 2.34. The Council reserves the right to disqualify you from this Tender process as a result of any such change.
- 2.35. You are reminded of the eligibility requirements that apply to this procurement process at all times. In particular, these include the provisions set out in regulation 32A of the Public Contracts Regulations 2006. Any change in your eligibility must be notified immediately to the Council in writing and may result in your disqualification from the procurement process.
- 2.36. You must state in your completed Tender if you will be using any Third Party Contractors to deliver the services and ensure that all relevant terms and conditions are applied within any relevant Sub-Contract. You will be fully responsible as the prime Contractor for compliance under the contract by all Third Party Sub-Contractors.

3. INSTRUCTIONS FOR THE RETURN OF TENDERS

- 3.1. Tenders must be submitted in hard printed copy format via the postal system or delivered by hand in accordance with the instructions set out below.
- 3.2. Please complete all parts of this ITT as concisely as possible, and return FOUR printed copies of all the ITT document and all necessary supplementary information that is requested. An electronic copy of the full ITT documentation set (as described above) must also be provided in MS Word file or PDF file format on a CD ROM or Memory Stick.
- 3.3. Tender documentation must be sealed, addressed and returned to:

‘Padiham TH: Stage II – ITT Response’

The Head of Governance, Law, Property and Regulation

Burnley Borough Council

Town Hall

Burnley

BB11 9SA

- 3.4. Tender responses should be submitted in a sealed package and must be clearly marked **‘Padiham TH: Stage II – ITT Response’**. It is the Tenderers responsibility to ensure that the Tenderer cannot be identified from the sealed package or wrappings.
- 3.5. It is also the Tenderers responsibility to ensure that completed ITT submissions are delivered prior to the deadline and that a receipt or proof of delivery is obtained.
- 3.6. Any Tender delivered by hand must be taken to the Ground Floor Reception at the Town Hall on Manchester Road, Burnley and a timed receipt obtained.

- 3.7. The completed ITT submission and all other required documents and information must be received by the Council by:

15.00 hours on the 26th September 2016 (the 'Deadline').

- 3.8. The Council accepts no responsibility for any Tender received in any way other than that specified in sections 3.1 to 3.7 of this Tender Document. The Council reserves the right to reject any Tender received after the Deadline.
- 3.9. The key dates for the remainder of the procurement procedure are set out in the table 1 below, although Burnley Borough Council reserves the right to vary key dates on notice to all Tendering organisations.
- 3.10. Any attempt by you or your appointed advisers to inappropriately influence the Contract award process in any way will result in your Tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Council concerning another tendering organisation may result in disqualification at the discretion of the Council

Table 1: Key Dates

Milestone	Indicative Date
Issue Invitation To Tender (ITT)	12 th Sep 2016
Form of Acknowledgement Returned	20 th Sep 2016
ITT Clarification Questions Cut Off Date	20 th Sep 2016
Deadline: Return of Completed ITT	26 th Sep 2016
Clarification Meetings with Tenderers (if required)	4 th Oct 2016
Evaluation of Tenders	5 th Oct 2016
Notification of result and appointment of successful firm	6 th Oct 2016
Inception Meeting	10 th Oct 2016
Contract Implementation	10 th Oct 2016 – 12 th Dec 2016

Please note: dates set out in the table above are indicative only and may be subject to change. Any changes will be notified to all Tenderers. An appropriate standstill period maybe applied prior to contract award

4. FREEDOM OF INFORMATION ACT 2000; IMPORTANT NOTICE TO ALL TENDERERS

- 4.1. The Council is a public authority within the meaning of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the 'FOI Legislation') and therefore any requests for information held by the Council or another person on the Council's behalf (for example a contractor) must be dealt with in accordance with the FOI Legislation.
- 4.2. As part of its duties and responsibilities under the FOI Legislation the Council may be required to disclose information relating to any tender or contract with any supplier or contractor, to any person making a request. It may also publish some of that information in its Publication Scheme under the FOI Legislation.
- 4.3. If any information provided to the Council contains trade secrets or is considered by the Tenderer genuinely to be commercially sensitive, this should be stated explicitly. In such cases any request for disclosure of the relevant material will be examined in the light of the exemptions contained in the FOI Legislation and public interest test and genuinely confidential information that is explicitly stated to be so that is exempt from disclosure will not be disclosed.
- 4.4. The Tenderer will be consulted before disclosure of any information expressly stated by the Tenderer to be confidential is made, unless the Council has made it clear in advance that this type of information would be disclosed.
- 4.5. The Council will not accept information on terms that purport to prevent any possible future disclosure of information in compliance with the law. For instance the Council cannot accept restriction of disclosure where the information supplied is not genuinely commercially sensitive or confidential in nature.
- 4.6. The Council reserves the right to disclose details of the Contract or contract process (for example, name of successful Tenderer and overall contract price).
- 4.7. If any information provided to the Council contains purported trade secrets or is considered by the Tenderer to be genuinely commercially sensitive or genuinely confidential in nature, the Tenderer shall inform the Council in writing specifying the information considered to be so with explicit reasons why the Tenderer believes the information to be so which reflect the terms of the FOI Legislation. The Tenderer will be consulted before any disclosure of the information specified unless the Council has made it clear that this type of information would be disclosed elsewhere in or during this Tender, whether orally or in writing.
- 4.8. The Council will not be liable for loss or damage that Tenderers may suffer from the Council's disclosure of information in accordance with FOI Legislation.

5. TENDER EVALUATION

- 5.1. The Council is required at all times to adhere to Best Value legislation and pro-actively demonstrate it is providing a value for money solution to all of its contracts. The scoring will be based upon a price quality weighting as set out below.

Weighting: 40% Price / 60% Quality

- 5.2. The intention behind the [40/60] weighting is to reiterate that we are equally concerned with receiving responses that contain extremely competitive pricing and a very good quality proposal. The weighted scores will be calculated using the criteria set out within each method statement to be evaluated.
- 5.3. The Council reserves the right not to offer the contract to the lowest priced Tendering Organisation. The Tendering Organisation who scores the highest overall score showing value for money, upon the principles of the most economically advantageous tender in the Council's sole opinion shall succeed. The Council also reserves its right to withdraw from this process at any time without giving rise to any liability as to costs.

QUALITY %

$$\left[\frac{\text{Tender Score}}{\text{Max Score}} \times 100 \right] \times \text{Weighted percentage} / 100 = \text{Weighted Score}$$

PRICE %

$$\left[1 - \frac{\text{Tender Price} - \text{Lowest price}}{\text{Tender Price}} \right] \times \text{Weighted percentage} = \text{Weighted Score}$$

QUALITY

- 5.4. Quality will be evaluated through an analysis of the Tendering Organisations' responses to the Council's Method Statements as set out in the Tender Brief (See section 9). Tendering Organisations must respond to every requirement in each section and must ensure that all requested documents are attached.
- 5.5. In order for your Tender response to be considered, please ensure that you respond to all of the Method Statements.
- 5.6. The Quality Formula shown above will be used to calculate the weighted score for Method Statement responses. This will be added to the Price score to determine the overall score for the Tender response.
- 5.7. Quality is worth [60%] of the overall evaluation score. Scores attributed to responses are decided based on the expectations of the stakeholder evaluation panel, measured against the Council's objective requirements and evaluation criteria as set out in the Tender

documents (and summarised in table 5 below). Please ensure that you respond to all Method Statements in detail so the stakeholder panel can properly evaluate your proposal.

COST/ PRICE

- 5.8. Cost will be evaluated through your response to the Fee Schedule (refer to Section 9 of the Tender Brief). You must provide a comprehensive fee schedule to include for every cost element and provide a breakdown of the total cost (and hourly rates etc.). Tendering Organisations may not simply provide a lump-sum figure and must ensure that each element of Services to be provided has been broken down and specified.
- 5.9. Tendering Organisations are required to include any element of added value within this section they believe that the Council would benefit from. The Price Formula shown above will be used to calculate the weighted price score. This will be added to the Quality score to determine the overall score for the Tender response.
- 5.10. Cost is worth [40%] of the overall score. The Council will not accept estimated costs; any and all preambles, preliminaries, expected disbursements must be stipulated. Failure to fully provide and set out the pricing document may lead to the Tender being disqualified for incompleteness.

6. QUALITY: METHOD STATEMENT SCORING METHODOLOGY

- 6.1. The methodology below in Table 6 below will be applied to the evaluation of all Method Statement responses.

Table 6.

Score	Criteria
4	Excellent: Above Expectations. Response clearly meets all requirements and demonstrates evidence of some added value.
3	Good: Meets Expectations. Response clearly meets all requirements.
2	Weak: Below Expectations. Response meets all requirements but is lacking or inconsistent in a few identifiable areas.
1	Poor: Well Below Expectations. Response has a number of deficiencies or concerns in certain areas where the lack of detail requires the evaluator to make assumptions.
0	Unacceptable. Response is unacceptable or non-existent. There is a failure to properly address any issues or meet any of the requirements

7. IDENTIFICATION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER

- 7.1. The Tenderer that submits the most economically advantageous tender, that at least meets both the pricing and quality requirements set out in this ITT, will be awarded the contract.
- 7.2. The Quality and Price Formulas outlined above will be applied to determine the weighted scores for all criteria, with weighted percentages for each criteria shown in table 7 below.

Table 7

Criteria	Sub-criteria	Demonstrated by	Weighting
Adequate insurance cover		Self certification as to whether you already have or can commit to obtain the required insurance	Pass / Fail
No conflict of interest declared		Self certification as to whether your practice has any conflicts of interest	Pass / Fail
RICS /RIBA / IHBC or equivalent accreditation		Self certification as to whether your practice has appropriate accreditation	Pass / Fail
Quality	Interpretation of the brief	Understanding of HLF TH process; requirements of a Stage II submission; the background to the brief; the Padiham TH target area; heritage buildings; and the requirements for the work	10
	Methodology proposed	A clear overall approach to the work and an appropriate methodology outlined for completing each section of the brief.	15
	Identified team / staff	Suitably qualified staff identified with relevant experience of undertaking this type of work	15
	Timetable and work programme	Ability to work to the milestones outlined in the brief, with a realistic number of days allocated to the project	10
	Past experience	Relevant experience of undertaking this type of work	10
Price	Fees and rates	A fully inclusive fee breakdown	40
References¹			Pass / Fail
Total Score Available			100

¹ References will only be taken up for the preferred Tenderer. References will be subject to a Pass/Fail assessment and in the case of inadequate references being supplied, the Council will take up references for the next highest scoring Tenderer.

- 7.3. The tender with the highest overall score will be determined as the most economically advantageous tender and will be awarded the contract. This will be determined by the combination of the highest overall marks achieved, once marks for price and quality are combined, after the application of the evaluation approaches described above.
- 7.4. Please note that Burnley Borough Council reserves the right not to award any contract.

8. INSTRUCTIONS FOR COMPLETION OF METHOD STATEMENTS

- 8.1. All Tenderers shall complete the Method Statements detailed in the Tender Brief document (see section 9).

Appendix 1: FORM OF ACKNOWLEDGMENT

BURNLEY BOROUGH COUNCIL

Padiham TH: Stage II Building Condition Surveys and Valuations Tender

We certify receipt of the Invitation to Tender, and following initial review, we confirm that we intend to submit a tender(s) by 26th Sep 2016.

Respondent name:

Respondent organisation and address:

Contact:

Signature:

Date:

This acknowledgement should be returned by 20th September 2016 to:

Sarah Heslop

Burnley Borough Council

PO Box 29

Parker Lane Offices

Burnley, Lancashire

BB11 2DT

Appendix 2: FORM OF TENDER

FORM OF TENDER

For the attention of: Head of Governance, Law, Property and Regulation

Town Hall

Burnley

BB11 9SA

Date: _____ 2016

Dear Sir,

TENDER FOR THE CONTRACT

I/ We the undersigned, hereby tender and offer to provide the services required under the Padiham TH: Stage II Building Condition Surveys and Valuations Tender 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 Services and upon the terms thereof.

Attached to this Form of Tender are the following:

A response to all elements of the Method Statements;

A completed Fee Schedule;

A signed Certificate of Non Collusive Tendering and non-Canvassing;

A signed certificate that the tender is bona fide.

I/ We confirm that I/we can supply the Goods and Services as specified in the Invitation to Tender in accordance with the terms set out in the Padiham TH: Stage II Building Condition Surveys and Valuations tender

I/ We confirm that we accept the terms of the Invitation to Tender.

I/ We undertake in the event of acceptance of our Tender to execute the Padiham TH: Stage II Building Condition Surveys and Valuations Tender as requested by the Council and pending such execution to provide Goods and Services in accordance with the terms of any contract award letter issued by the Council.

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 3 months 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.

Signed by:

Name(s): _____

Position: _____

For and on behalf of: _____

Appendix 3: CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

To:

Head of Governance, Law, Property and Regulation

Town Hall

Burnley

BB11 9JA

Date: _____ 2016

For the attention of the Head of Governance, Law, Property and Regulation

Statement of non-canvassing

I/ we hereby certify that I/ we have not canvassed any Member, Director, Employee, Representative or Adviser of the Council in connection with the proposed award of Padiham TH: Stage II Building Condition Surveys and Valuations Tender by the 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 the Council in connection with the award of Padiham TH: Stage II Building Condition Surveys and Valuations Tender 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 Padiham TH: Stage II Building Condition Surveys and Valuations Tender is that the 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 the 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 the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed: _____

Name: _____

Position: _____

For and on behalf of: _____

Appendix 4: CERTIFICATE THAT THE TENDER IS BONA FIDA

BURNLEY BOROUGH COUNCIL - CONTRACT FOR PADIHAM TH: STAGE II BUILDING CONDITION SURVEYS AND VALUATIONS TENDER

CERTIFICATE THAT THE TENDER IS BONA FIDE

In recognition of the principle that the essence of selective tendering is that the Council shall receive *bona fide* competitive tenders from all those tendering

We certify that:

- The Tender submitted herewith is a *bona fide* tender intended to be competitive
- We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person
- We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
- Communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the appropriate amount of the Tender was essential to obtain an insurance premium quotation required for the preparation of the Tender);
- Enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- Offer, pay, give or agree to give any sum of money or valuable consideration directly to any person doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above; and
- Directly or indirectly canvassed or solicited any member, officer or employee of the Council concerning the acceptance of any Form of Tender or directly or indirectly obtained or attempted to obtain information from any such employee, member or officer concerning any other Tenderer or Form of Tender submitted by any other Tenderer

In this certificate:-

“Person” includes any person and anybody or association corporate or incorporate

“Any agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

This offer is executed as a Deed by us on the date stated below

Dated this..... Day of.....2016

(a) Where the Tenderer is an individual:

EXECUTED AS A DEED BY _____

Signature of Tenderer _____

Name of Tenderer _____

In the presence of _____

Witness signature _____

Witness name _____

Witness address _____

Witness occupation _____

b) Where the Tenderer is a partnership:

EXECUTED AS A DEED BY _____

Name of Partner _____

For and on behalf of _____

Signature of Partner _____

Name of Partnership _____

Under a power of attorney dated _____

Date _____

In the presence of _____

Witness signature _____

Witness name _____

Witness address _____

Witness occupation _____

(c) Where Tenderer is a Company:

EXECUTED AS A DEED BY_____

*Name of Company*_____

Acting by_____

Director_____

Director / Company Secretary_____