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| Burnley Borough Council | *PIONEER PLACE, BURNLEY: appointment of cost consultants for development of leisure-led mix use town centre scheme.* |

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| **Invitation to Tender (ITT)** |

**Date of Issue: 22nd May 2018**

**TENDER RESPONSE DEADLINE: 15:00 GMT on 15th June 2018**

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# INFORMATION TO TENDERERS

* 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 suitably experienced and qualified consultant to work alongside the Council’s project team during the pre-development and delivery phase of a major new leisure and retail scheme. Please refer to the Tender Brief enclosed for a detailed description of the scope of services required.
	2. The proposed Contract period is expected to commence in July 2018 for a period of 4-5 years, until the completion of the development. The contract will end when the development is completed, this is expected by June 2022.
	3. 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 =** **30% of the marks available** | **Quality =** **70% of the marks available** |

* 1. This Tender Document comprises of the Tender Brief (including Method Statements), Instructions for Tendering, the Form of Accknowledegement, the Form of Tender, Non-Cancassing & Non-Collusion and Bona Fide Tender submission Certificates.
	2. 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.
	3. Additional information relevant to this contract is available – please refer to the Tender Brief.

# INSTRUCTIONS FOR TENDERERS

* 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. 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.
	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.
	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.
	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 and attendance at meetings.
	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.
	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.
	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.
	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.
	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. Responses to any clarification questions received, and any further information relating to the tender process, will be published via The Chest **https://www.the-chest.org.uk/**
	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.
	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 15th September 2018.
	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.
	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.
	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 Anthony Saulle, Development Team Leader, Burnley Borough Council.
	16. The Council reserves the right to require a Parent Company Guarantee, Performance Bond or other form of assurance in relation to this Contract.
	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.
	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.
	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.
	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.
	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.
	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.
	23. The Tenderer must provide a Fee.The fees are for delivery of the commitments set out in the Tenderer’s Method Statement responses for delivery of thre services specified in the Tender Brief document “Pioneer Place, Burnley: Appointment of Cost Consultants for development of leisure-led mix use town centre scheme”.
	24. Only those prices submitted within the fee proposal will be used for pricing evaluation purposes.
	25. The documents must be signed by the Tenderer and submitted in the manner and by the date and time stated in Section 3, together with all the supporting documents as stated in this Tender Document.
	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.
	1. 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. Rates and prices must be quoted in pounds sterling to two decimal places (exclusive of Value Added Tax).
	3. Any questions concerning any aspect of this Tender Document or the Tender process should be directed in writing to Anthony Saulle, Development Team Leader, asaulle@burnley.gov.uk
	4. 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.
	5. 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.
	6. The Council reserves the right to disqualify you from this Tender process as a result of any such change.
	7. You are reminded of the eligibility requirements that apply to this procurement process at all times. Any change in your eligibility must be notified immediately to the Council in writing and may result in your disqualification from the procurement process.
	8. 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.

# INSTRUCTIONS FOR THE RETURN OF TENDERS

* 1. This Tender opportunity is being conducted using The Chest e-tendering system/ portal https://www.thechest.org.uk.. Suppliers will need to be registered on The Chest in order for Tender responses to be submitted electronically (registration is free).
	2. Please complete all parts of the Tender response as concisely as possible and provide all necessary supplementary information that is requested, submitting your complete response via The Chest prior to the ‘deadline’ in 3.4 below.
	3. It is the Tenderers responsibility to ensure that completed Tender responses are received prior to the ‘deadline’.
	4. The completed Tender response and all other required information must be received by the Council prior to:

**15.00 hours GHMT on Friday 15th June 2018 (the “Deadline”).**

* 1. The Council accepts no responsibility for any Tender response received in any way other than that specified in sections 3.1 to 3.4 of this Tender Document. The Council reserves the right to reject any Tender received after the Deadline.
	2. 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. 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) | 22nd May |
| Form of Acknowledgement Returned | 12th June |
| ITT Clarification Questions Cut Off Date | 12th June |
| Deadline: Return of Completed ITT | 15th June |
| Post submission Clarification Meetings with Tenderers *(where required)* | 21st June |
| Evaluation of Tenders  | 22nd June |
| Notification of result and appointment of successful firm  | 22nd June |
| Inception Meeting | 29th June |
| Contract Implementation  | 2nd July |

*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.*

# FREEDOM OF INFORMATION ACT 2000;

**IMPORTANT NOTICE TO ALL TENDERERS**

* 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.
	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.
	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. 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.
	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.
	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).
	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.
	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.

# TENDER EVALUATION

* 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: 30% Price / 70% Quality**

* 1. The intention behind the **[30/70]** 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 below.
	2. 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**

* 1. Qualitywill be evaluated through an analysis of the Tendering Organisations’ responses to the Council’s Method Statements as set out in the Tender Brief. Tendering Organisations must respond to every requirement in each section and must ensure that all requested documents are attached.
	2. In order for your Tender response to be considered, please ensure that you respond to all of the Method Statements.
	3. Quality is worth **70%** 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 2 below). Please ensure that you respond to all Method Statements in detail so the stakeholder panel can properly evaluate your proposal.
	4. The methodology in Table 2 below will be applied to the evaluation of all Method Statement responses.

**Table 2 – Scoring Methodology**

|  |  |
| --- | --- |
| **Score** | **Criteria** |
| **4** | **Excellent:** Response clearly meets all requirements. Clearly describes the bidder’s capabilities in delivering the requirements in scope; and demonstrates exceptional understanding. All information provided is consistent with all other areas of the tender response. |
| **3** | **Good:** Response clearly meets all requirements satisfactorily. Clearly describes the bidder’s capabilities in delivering the requirements in scope, and demonstrates understanding. All information provided is generally consistent with all other areas of the tender response. |
| **2** | **Satisfactory:** Response meets most requirements but is lacking or inconsistent in a few identifiable areas, leading to minor reservations. Describes the bidder’s capability in relation to the requirements, and demonstrates some understanding. Information provided is generally consistent with all other areas of the tender response. |
| **1** | **Weak:** Response meets some requirements but is lacking in several identifiable areas, leading to serious reservations. Provides little indication of the bidder’s capability of delivering the requirements; or only partially meets the requirements; and / or demonstrates partial understanding. Some information provided is inconsistent with other areas of the tender response. |
| **0** | **Poor/ Non-Compliant.** Has a number of deficiencies or concerns in certain areas where the lack of detail requires the evaluator to make assumptions, or no information is provided. Little or no description of the potential bidder’s capability of delivering the requirements is provided, leading to major reservations; or does not meet the requirement; and / or demonstrates no understanding. Information provided is inconsistent with other areas of the tender response. |

* 1. The Tender quality formula shown below will be used to calculate the weighted score for each of the method statement responses.

 **Weighted Tender Quality Score =**

 **Score Awarded by Evaluation Panel / Max Score Available x Weighted Percentage**

 **COST/ PRICE**

* 1. Price is worth **30%** 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 fee schedule may lead to the Tender being disqualified for incompleteness.
	2. Price will be evaluated through your response to the Fee Schedule. You must provide a comprehensive proposal in response to all elements included within the Fee Schedule (refer to Section 7 of the Tender Brief). 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 where possible.
	3. Tendering Organisations are required to include any element of added value within this section they believe that the Council would benefit from.
	4. Price will be evaluated using the price formula shown below:

**Weighted Tender Price Score =**

**(Lowest Tendered Price / Your Tender Price) x Weighted Percentage**

# IDENTIFICATION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER

* 1. The most economically advantageous tender 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. The table below provides a summary of the criteria and weightings to be applied.

**Table 3 – Criteria Weighting**

|  |  |  |  |
| --- | --- | --- | --- |
| **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 you/r practice has any conflicts of interest. | **Pass/Fail** |
| **RICS or equivalent accreditation** | Self-certification as to whether you/r practice has appropriate accreditation. | **Pass/Fail** |
| **Terms and Conditions** | Confirmation that you can comply with the Council’s Standard Terms and Conditions | **Pass/Fail** |
| **Quality** | Interpretation of the Brief | Understanding of the project and the requirements; role of independent cost consultants in a collaborative approach to the project. | **15** |
| Methodology proposed | A clear overall approach to the work and proposed services outlined for completing each section of the brief. | **20** |
| Identified team / staff | Suitably qualified staff identified with relevant experience of undertaking this type of work. | **20** |
| Past Experience | Relevant experience of undertaking this type of work. | **15** |
| **Price** | Fees and Rates | **30** |
| **References\*** | **Pass/Fail** |
| **Total Score Available** | **100** |

* 1. The Council reserves the right not to offer the contract to the lowest priced Tendering Organisation or to award any contract. 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.

# INSTRUCTIONS FOR COMPLETION OF METHOD STATEMENTS

* 1. All Tenderers shall complete the Method Statements detailed in the Tender Brief document (Refer to section 7 of the Tender Brief), to ensure a compliant bid.

# Appendix 1: FORM OF ACKNOWLEDGMENT

**BURNLEY BOROUGH COUNCIL**

**Pioneer Place, Burnley: Appointment of Cost Consultants for development of leisure-led mix use town centre scheme.**

We certify receipt of the Invitation to Tender, and following initial review, we confirm that we intend to submit a tender(s) by 15th June 2018. NB returning this form will enable the council to provide you with any relevant points of clarification that might be received regarding this tender.

**Respondent name:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Respondent organisation and address:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Contact:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**This acknowledgement should be returned by Friday 8th June2018 to:**

Anthony Saulle: asaulle@burnley.gov.uk

# Appendix 2: FORM OF TENDER

**FORM OF TENDER**

**For the attention of:**

 Head of Legal & Democratic Services

Town Hall

Burnley

BB11 9SA

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_2018

Dear Sir,

TENDER FOR PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT

I/ We the undersigned, hereby tender and offer to provide the services required under the PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT 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 PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT 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 PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT 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 Legal & Democratic Services**

**Town Hall**

**Burnley**

**BB11 9JA**

Date: 2018

**TENDER FOR PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT**

 For the attention of:

**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 PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT 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 PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT 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 PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT 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 FIDE

**TENDER FOR PIONEER PLACE, BURNLEY: APPOINTMENT OF COST CONSULTANT**

**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………………………………………2018

**(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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_