



## REQUEST FOR TENDER

### Supplier Name:

<b>Tender for</b>	Partnering with the Town Council to fundraise, consult, design and construct a concrete replacement skate park	<b>Our Ref</b>	<b>STC/SP01/21</b>
<b>Contract Location</b>	Sunderland Road Recreation Ground, Sandy, SG19 1QY	<b>Tender submission deadline</b>	26 <sup>th</sup> July 2021

### Introduction to The Council

The Council is a town council within Central Bedfordshire in the county of Bedfordshire, England. Sandy Town Council is an elected statutory body of 15 members with legal powers to provide services for the community of Sandy and Beeston. The Council works with partners, such as Central Bedfordshire Council, to help improve local service delivery. The town has an approximate population of 12,000 with over 5,000 households.

### Brief Description of Services

You are invited to tender on a contract to work in partnership with Sandy Town Council for the Consultation, Design and Construction of a concrete replacement skate park in Sandy. The works are subject to funding.

### General Information

Please check this document together with all accompanying documents, particularly the Specification, and if any pages are missing, duplicated or the text is indistinct, please notify the Council, as we will accept no liability for such errors or omissions.

All items in the Pricing Schedule should be priced. Our Payment terms are 30 days after approved invoice. This must be replicated as a maximum for subcontractors used on this project.

For the proper comparison of Tenders, it is important that no unauthorised alterations have been made to the Tender documents. Tenders containing unauthorised alterations or qualifications may be rejected. If you consider that changes are necessary, your proposals please contact the Town Clerk.

You are welcome to enclose any documents, brochures or other materials you believe will support your tender. You must retain the sequence of the questions and the numbering in your response.

Bids shall remain open for acceptance for a minimum of 90 days from the date that the Tender return is posted. The Council expects to decide award of contract by 9<sup>th</sup> August 2021.

The Council is not bound to accept a Tender or make an award from this Invitation to Tender. The contract will be awarded on the basis of the Most Economically Advantageous Tender, based on the award criteria as set out below subject to satisfying the Council's requirements set out in Part A (Suitability Assessment Questions). Acceptance of the tender by the Council shall be in writing and on the Council's terms and conditions which are supplied as part of our Tender requirements.

**Exclusion**

You will be excluded from this procurement process if you meet any of the grounds for exclusion contained in Part A.

**If the Council finds conflicting or false information has been provided in a Tenderer's submission the Council reserves the right to reject the bid at any stage.**

The Council may exclude a bidder from this procurement if the Council establishes that it is unable to answer "No" in respect of any of the discretionary exclusion criteria set out below.

<b>DISCRETIONARY EXCLUSION CRITERIA</b>	
<b>Bona fide (Genuine / in good faith) Tender</b>	
Any Tender submitted must be bona fide and without canvassing or soliciting any member or employee of Sandy Town Council or fixing the rates with another supplier. By submitting a Tender, you are agreeing this is a Bona fide Tender.	
Do you have any reason or basis to consider that your tender is not a Bona fide Tender	<b>Yes / No</b>
You should also declare if anyone in your company has a family or close friend who works for the Council or is a member of the Council. You must advise their role and if they have any connections to this Tender. The Council will undertake its legal obligation to mitigate and manage any conflict of interest to enable your tender to proceed.	
Do you have family or close friends who either work for the Council, or are Members of the Council? If <b>Yes</b> , please detail their names and roles below and how you would manage that conflict of interest.	<b>Yes / No</b>

**Tender Timelines**

Below is an indication of this Tender timeline which may change, and Sandy Town Council will not be liable for any changes.

<b>ACTIVITY</b>	<b>DATE</b>
Last date for receiving questions or points of clarification	<b>21<sup>st</sup> July 2021</b>
Deadline for receipt of Tenders	<b>26<sup>th</sup> July 2021</b>
STC to evaluate tender responses.	<b>27<sup>th</sup> – 29<sup>th</sup> July 2021</b>
Presentation	<b>2<sup>nd</sup> – 4<sup>th</sup> August 2021 (TBC)</b>
Award of Contract	<b>10<sup>th</sup> August 2021</b>
Target contract commencement date or delivery date	<b>TBC</b>

**Return of Tender**

Completed Tenders and attachments should be submitted via email by the due date, or by hard copy to 10 Cambridge Road, Sandy, SG19 1JE.

Your Tender must be submitted by no later than **12:00 noon on 26<sup>th</sup> July 2021**. Tenders received after that time will be excluded.

### **How Your Tender is Assessed**

This tender document is split into two parts: Part A and Part B.

A presentation stage will be required by the top two suppliers who score the highest in their tender submission.

Your organisation is assessed on the 'Suitability Assessment' questions contained in Part A.

The 'Suitability Assessment' questions are to ensure bidders meet requirements or minimum standards of suitability, capability, legal status or financial standing to perform the contract to be awarded.

Bidders must pass Part A in order to be considered for award.

A 'Pass' will be achieved providing the bidder has successfully demonstrated the requirements and minimum standards for each question and provided evidence if requested. The Council has set minimum standards and requirements which are relevant and proportionate to the subject matter of the Contract. The aim is to achieve an appropriate balance between fair competition and safeguarding public money.

If the Council requires a reference to demonstrate experience, the reference given will need to demonstrate sufficient capability to perform the Contract. In particular, the Council will have regard to the degree to which your experience is relevant to the subject matter of the Contract and demonstration of the relevant ability, skills and resource required to perform the Contract.

If you are unable to meet any minimum standards or requirements, the Council may reject your tender at its absolute discretion. The Council may, but has no obligation to do so, consider alternative means of demonstrating suitability in the event that you are unable to meet any minimum standards or requirements. The Council's decision is final in all respects.

The Council reserves its rights not to award a contract to any bidder which does not pass basic credit checks or if, for any other reason, the Council considers any bidder's financial standing is a material risk to the delivery of the services.

After passing Part A, your response to Part B will be assessed.

Part B contains the 'Award criteria' to determine the 'Most Economically Advantageous Tender' (MEAT) for the award of the contract.

Your tender is assessed in accordance with the following award criteria:

**Resources/Quality = 70%   Costs = 10%   Presentation = 20%**

### **Presentation**

The project team, following evaluation of both Part A and Part B of the tender submissions, will invite the top two highest scoring suppliers through to 'Presentation stage'.

The date for this is expected to be Week commencing **Monday 2<sup>nd</sup> August 2021**

Evaluation will be based upon content and delivery and scored in accordance with the methodology stated below.

### **Weighting and Scoring**

The marks available for the Quality aspect of your submission will be split into a range of individual elements and weighted according to their importance. Evaluation will be a measure of the extent to which you have met the requirements of the service specification. The evidence you provide in terms of the Quality information you submit will be assessed and scored accordingly. Each member of the evaluation team will assess every submission individually and consequently, a collective score will then be awarded.

Questions in this section are linked to the subject matter of this contract and Key Performance Indicators (KPI's) as detailed in the specification. Your answers should reflect this.

If there is an **(R)** after the 'weighting score', it indicates that there is also a 'minimum' threshold to that question and suppliers will be rejected if they do not meet a minimum requirement threshold. The minimum threshold is 30% and if, for example, the total number of points available is 30 and a score of 8 or below is awarded, this will lead to the rejection of your tender in its entirety.

All questions are scored out of 5 points as per the criteria below. Answers are then multiplied by the weighting factor given for each question. For example, a question weighted as 10 would have a maximum weighted score of 50 (5 x 10), and an answer awarded 4 points would have a weighted score of 40 (4 x 10).

See example below:

Question	Weighting	Score (Example only)	Total
1.	10	5	50
2.	10	4	40
3.	10	3	30
<b>Total Points</b>			<b>120</b>

### Award Criteria – Scoring Methodology

Score	Criteria to Award Score – Quality Questions	Criteria to Award Score – Technical & Professional Ability
5	The Potential Provider's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements and <b>exceeds</b> those requirements.	Satisfies the requirement with <b>significant and relevant evidence</b> and experience and some Government experience at or above the contract value or other considerable public sector experience. Considerable, comparable and relevant private sector experience at or above the contract value may also suffice. Experience is very clearly centred on the subject matter of the services.
4	The Potential Provider's response enables the evaluator to have a <b>comprehensive understanding</b> of how the requirement will be met. The evaluator can clearly identify <b>comprehensive evidence</b> that the response given will deliver <b>all</b> of the stated requirement(s).	Satisfies the requirement with <b>recognisable evidence</b> and experience. Very good level of public sector experience demonstrated perhaps with some experience in Local Government or Central Government at or near the contract value. Very good, comparable and relevant private sector experience at or near the contract value may also suffice.

3	<p>The Potential Provider's response enables the evaluator to have an understanding of how the requirement(s) will be met. The evaluator can identify <b>sufficient evidence</b> that the response given will deliver <b>most</b> of the stated requirement(s).</p>	<p><b>Satisfies the requirement.</b> A reasonable level of public sector experience demonstrated perhaps mixed with some private sector experience near the contract value. Possible limited Local Government or Central Government experience demonstrated and some relevant and comparable private sector experience demonstrated. The majority of all experience demonstrated is relevant to the subject matter of the Services.</p>
2	<p>The Potential Provider's response enables the evaluator to have an understanding of how the requirement(s) will be met. The evaluator can identify <b>limited evidence</b> that the response given will <b>partially deliver</b> the requirement(s). The response may have raised significant concern(s).</p>	<p>Satisfies the requirement with <b>minor reservations.</b> Some relevant public sector experience demonstrated but lacking in depth or scope and perhaps mixed with some private sector experience some of which is demonstrates experience of the subject matter of the Services. Some experience is perhaps materially below the Contract value.</p>
1	<p>The Potential Provider's response does not enable the evaluator to have a clear understanding of how the requirement(s) will be met. The evaluator <b>cannot clearly identify</b> that the response given will deliver the stated requirement(s) due to insufficient evidence, the Potential Provider's limited understanding and/ or omissions.</p>	<p><b>Major reservations.</b> Very little public sector experience or comparable private sector experience demonstrated and difficult to glean how the Applicant could provide the Services. Much of the experience demonstrated is limited in terms of relevance to the subject matter of the Services.</p>
0	<p>The evaluator believes that Potential Provider has <b>failed</b> to either answer the question or provide a relevant response.</p>	<p>Does not meet the requirement. Does not comply and / or <b>insufficient information</b> provided to demonstrate that the Applicant has the ability, understanding or experience</p>

### Word Limits

The word limits may apply to each question answer. Any additional appendices that are over and above the word limits will be discounted from the evaluation process unless the question specifically invites additional information to be submitted in this manner.

### **Design and Costs**

The Council wishes to appoint a partner to help work with the community on the actual design of the skate park, as part of a consultation and community engagement process. As such an actual detailed proposed design for the skatepark is not required as part of the tender. However, applicants are asked to provide a costs for providing a skatepark on the available site based on their sector knowledge and experience. Example designs to support costings are welcome.

### **Help and Support**

The Council will provide as much support and information as it can in order to help guide you through the Tender process. Questions asked together with the Council's response will be made available to all tenderers to ensure a fair and consistent approach to all.

If there is anything you are not sure of or need clarification on, please contact the Town Clerk.

### **'Reject' Questions**

If there is an **(R)** after the weighting score, it indicates that there is also a minimum threshold to that particular question and, at the Council's absolute discretion, tenderers may be rejected if they do not meet a minimum requirement threshold in line with the scoring methodology above. The minimum threshold is set at 30%.

If the Council finds conflicting or false information has been provided in a Tenderer's submission the Council reserves the right to reject the bid at any stage.

Please complete the following Quality Information and the Pricing Schedule attached in order that your Quotation may be assessed.

## Specification of Works, Supplies and Services

**This specification is a requirement for Consultation, Design, Provision and Installation of a concrete skate park, located at Sunderland Road recreation ground, Sandy, SG19 1QY.**

The Skate Park facility is to be installed on the area used for the existing skate park, which consisted of metal ramps and of which most parts were removed in 2014.

The Council is looking to appoint a partner to work with the Council in helping it reach its funding target and the design and consultation of the new concrete skatepark. The Council has a minimum target of **£100,000 excluding VAT** and tenders should indicate what the Council could achieve for that level of funding. Funding in excess of £100,000 may be achieved depending on grant application outcomes.

This Tender will be to identify and select a single Contractor to work in partnership with the Council to bring forward a new skatepark facility. The Contractor's tasks will be:

- Support the Council in fundraising identification and supporting information.
- Consultation,
- Final design
- Provision and Installation of the concrete skatepark (including landscaping)
- Arrange/attend official opening ceremony.
- The contractor must ensure that the area is to suit the needs of the local users whilst taking into account a range of ages, abilities and wheel types such as; scooters, skateboards and BMX, whilst consideration is taken to ensure the site constraints.
- The Contractor must account for any planning conditions and demands that the Council includes within the project management process.

The existing area is approximately 20X28m.(potential to reach 20x34m.)  
Measurements are approximate, it is the Bidder's responsibility to undertake a site survey prior to bid submission at their own cost.

The area is open to the public at all times and Bidders are welcome to visit at their leisure. If an accompanied site visit is required, please request this by contacting the Town Clerk at [clerk@sandytowncouncil.gov.uk](mailto:clerk@sandytowncouncil.gov.uk).

### **Services and works:**

The tender must include detailed information as requested within the Quality questions. When submitting your response, please account for:

- Consultation and design
- Surveys, utilities searches & engineering drawings for construction
- Identification of any risks involved.
- Preparation and submission of documentation for Planning Application if such an application is required. *Planning permission is not required in accordance with part 12 of the Town & Country (General Permitted Development Order)2015 provided no part of the skate park would*

*exceed 4 metres in height or in total 200 cubic metres in capacity.  
Applicable to ramps and base layer if above existing ground level.*

- Project management (to include H&S and CDM compliance)
- Provision of JCT Minor Works 2016 with Contractors Design documentation
- Site Safety
- Preliminaries
- Groundworks & drainage
- Noise impact assessment
- Steelworks
- Concrete
- Landscaping
- Opening Ceremony – *this is to be conducted after soft opening, an Official opening event of skate park with Councillors and press etc*
- Warranties
- Future maintenance

Where possible the skate park is to be surrounded by soft landscaping to help alleviate noise but at the same time be integrated into the neighbouring sports areas, MUGA and play area. There is existing CCTV on site to support the new skatepark.

This Tender aims to select a Contractor based upon examples of previous work, financial viability, Health & Safety procedures, skills, experience of working with Councils and Community Groups, and expertise to delivering a fully funded project from start to finish within budget.

The tender is required to provide value for money, use local suppliers where possible, deliver added value, cause minimum disturbance to the community whilst delivering a durable, well designed concrete skatepark built to a high quality that suits the needs of the local users and adheres to the Authority's requirements.

### **Installation and Completion**

- Once funding is in place and a final design agreed, the installation works shall provide a finished state, suitable for use on completion. The site shall be left clean and tidy at the end of the contract and must be handed over in pristine condition.
- Damage to surrounding areas shall be minimised and any damage within or outside of the completed site shall be reinstated to the satisfaction of the Council. Any reinstatement of grass areas shall be with turf.

### **Post Installation Inspection**

- A post installation inspection will be arranged by Sandy Town Council to be conducted within 7 days of installation completion through the Play Inspection Company to ensure **BS EN 14974** – Wheeled Sports (Skate) is met.
- Completion of any remedial works highlighted in the post installation report to be conducted within 14 days of report completion.

All stages of the project are to be approved by the Town Council's Skatepark project team (Skatepark Working Group. This is in reference to all the stages e.g. consultation, design etc.)

Fundraising is already underway and to satisfy funding providers already committed, it is desired that the replacement skate park should be completed by **April 2022**.

1.	<b>BASIC DETAILS OF YOUR ORGANISATION</b>	
1.1	Name of the organisation in whose name the tender would be submitted:	
1.2	Contact name for enquiries about this bid:	
1.3	Contact position (Job Title):	
1.4	Address: Post Code:	
1.5	Telephone number:	
1.6	Fax number:	
1.7	e-Mail address:	
1.8	Website address (if any):	
1.9	Company Registration number (if this applies):	
1.10	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
1.11	Date of Registration:	
1.12	Registered address if different from the above (including post code)	
1.13	VAT Registration number:	
1.14	Is your organisation: (Please indicate <b>one</b> )	i) a public limited company? <b>Yes / No</b>
		ii) a limited company? <b>Yes / No</b>

		iii) a partnership <b>Yes / No</b>
		iv) a sole trader <b>Yes / No</b>
		v) other (please specify) <b>Yes / No</b>
1.15	Name of (ultimate) parent company (if this applies):	
1.16	Companies House Registration number of parent company (if this applies):	

<b>PART A (suitability assessment questions)</b>
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2. Question	Response
<p>2.1 <b>Financial</b> - The Council requires your organisation's turnover to be at least twice the estimated annual value of the Contract and evidenced by your organisation's last two years accounts which should be attached to your tender response.</p> <p>If your organisation has been established for less than two years, please provide a business plan for the whole organisation, including the profit and loss account, cash flow forecast and projected balance sheets covering at least the period of the contract.</p>	<p>Is your turnover at least twice the annual value of the Contract? <b>Yes/No</b></p>
(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	<b>Yes/No</b>
(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	<b>Yes/No</b>
(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	<b>Yes/No</b>
2.2 <b>Financial</b> - Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?	<b>Yes/No</b>
<p>3. <b>Professional and Technical Ability</b> - Please provide details from two recent contracts (within the last 3 years) that your organisation has undertaken which are relevant to Sandy Town Council's requirement. Details should include the following: The organisation's name &amp; contact details, including email, for a Reference. Details of the contract, explaining why the contract is relevant to Sandy Town Council's requirement, when and where the contract was performed, and whether the outcomes were successfully achieved. Please also confirm the contract value.</p>	

<p>4.  <b>Insurance</b> - Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £ 5,000,000.00          Public Liability Insurance = £ 10,000,000.00</p> <p>Professional Indemnity Insurance = £ 5,000,000          *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
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**PART B (AWARD CRITERIA)**

**Quality Questions in relation to you achieving our specification**

<b>QUALITY QUESTIONS</b>	
<p>1. (Weighting = 50) <b>(R)</b></p>	<p><b>Method Statement</b> - Please confirm you can achieve our specification?            If not, what part can you not meet?            Provide detailed information on your proposed method for meeting the criteria for all services/work as identified in the specification (e.g.,consultation,design, surveys etc) including provisional items and any work that will be sub-contracted (including list of the sub-contractors). Include, timetable of delivery and installation, Health and Safety procedures, site safety, warranties, accreditations and future maintenance of equipment.</p> <p>Word limit 1000</p>

<p><b>2.</b> (Weighting = 10)</p>	<p><b>Resources</b> - Detail the resources and your technical ability (inclusive of sub contractors) to carry out the service. Provide Information on:</p> <ul style="list-style-type: none"><li>• The workforce to be employed for performance</li><li>• The service and level of experience</li><li>• The level of resources to be used e.g. time.</li></ul> <p>Word limit 500</p>
<p><b>3.</b> (Weighting = 10)</p>	<p><b>Monitoring</b> - Provide information on monitoring of the contract and how you will ensure how required outcomes are met.</p> <p>Word limit 500</p>

<p><b>5.</b> (Weighting = 10)</p>	<p><b>Communication</b> - Provide information on how you will effectively communicate with the Council and where applicable the community and your procedure for responding to a complaint. Please include names, position and contact details.</p> <p>Word limit 500</p>
<p><b>6.</b> (Weighting = 20)</p>	<p><b>Design consultation</b> - The Contractor will be required to run a minimum of three design consultation events with local users, residents and stakeholders. Provide details as to how design consultation events with local users, residents and stakeholders will be conducted?</p> <p>Word limit 500</p>

<b>7.</b> (Weighting = 5)	<b>Risk</b> - Identify any risks involved and how you suggest these could be managed effectively (include roles and responsibilities).  Word limit 500
<b>8.</b> (Weighting = 10)	<b>Noise</b> - Demonstrate that the replacement skate park will have less impact on the surrounding area/residents than the previous one.  Word limit 500

<b>9.</b> (Weighting = 10)	<b>Social Value</b> – Demonstrate how your proposal might offer the social, economic and environmental benefits to the community and take into account social provisions over and above the provision of the service. This could include (but not limited to) improving skills, increasing local volunteering opportunities, improving community cohesion or improving environmental conditions.  Word limit 500

### **Preamble to the Pricing Schedule**

Please see below 'Pricing table' and complete accordingly.

This preamble forms part of the Pricing Schedule. The Supplier where applicable should visit the area to satisfy himself as to the local conditions, the full extent and character of the operation, parking and general traffic level conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally, as no claims on the grounds of lack of knowledge will be entertained.

- (a) The Supplier is to read the preambles in conjunction with the Pricing Schedules and all other Contract documents.
- (b) The Supplier is notified that all quantities given are approximate and given for guidance purposes only. No claim from the Supplier will be entertained by the Council for any mistakes in the information given.
- (c) The Supplier shall price all items. Prices should exclude VAT –
- (d) The rates to be inserted in the Pricing Schedule for works are to be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs, together with an element of profit. No additions to these rates will be allowed other than in accordance with the method of review detailed in the Conditions of Contract.
- (e) The prices and/or rates stated in this Price Schedule constitute the only reimbursement and profit to the company for providing the Services. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the Supplier in providing the Works, Supplies or Services.
- (f) All administration costs including overheads, printing, posting, copyright etc. are included within the prices tendered below.
- (g) The actual price to be paid will be a product of the rates detailed in this document. All work shall be authorised in advance in writing by the Council's authorised officer.
- (h) All sums payable by or to the Council or the Supplier are exclusive of Value Added Tax ("VAT"). Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sum

**Pricing Schedule PART 2 – Skate Park**

DESCRIPTION Please use a line for each item as identified in the specification  (Specify all stages of the project where a cost will be incurred eg: consultation, design, surveys, planning approval, supply and install, site safety etc)	COST PER ITEM £	TOTAL PRICE £
	EXAMPLE £200.00 PER DAY X 5	£1000.00
<b>Total Sum of Skate park £</b>		<b>£</b>

TENDER COMPLETED BY (an authorised employee of your company)			
Company		Name:	
Position (Job Title):			
Date:		Address	
Telephone number:		Email Address	

## **SPECIAL TERMS**

### **Clarifications about the Contents of the Tenders**

The Council reserves the right (but shall not be obliged) to seek clarification of any unclear or ambiguous aspect of a supplier's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Suppliers are asked to respond to such requests promptly. For the avoidance of any doubt, the Council will not provide opportunity to submit revised bids or improved submissions.

### **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Supplier has received this ITT) is kept confidential by the Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulations 2004 ("EIR") in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Council shall treat all Suppliers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA or the EIR.

While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done.

Suppliers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

### **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

### **Suppliers Conduct and Conflicts of Interest**

Any attempt by Suppliers or their advisors to influence the contract award process in any way may result in the Supplier being disqualified. Specifically, Suppliers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Supplier or Tender.

Suppliers are responsible for ensuring that no conflicts of interest exist between the Supplier and its advisers, and the Council and its advisors. Any Supplier who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

### **Council's Rights**

The Council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Supplier's submission.
- Disqualify any Supplier that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Supplier that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

### **Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Supplier in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### **Council's Values**

The Council expects its suppliers to deliver works, services or goods with due regard to environmental protection, health and safety and equalities legislation and Council's contract reflects these values.

### **Branding**

Sandy Town Council branding should where possible be incorporated on all publicity materials and letters to the public produced on our behalf by contractors, after approval. This branding should be the Town Council's 'Sandy Town Council' logo with crest. Please contact the Town Clerk at [clerk@sandytowncouncil.gov.uk](mailto:clerk@sandytowncouncil.gov.uk) or call 01767 681491 to obtain the logo and obtain further information.