Rossendale Borough Council

Invitation to Tender for a framework agreement to deliver

Assorted asset valuations for the Council’s portfolio

Rossendale Borough Council Property Services

The Business Centre ¦ Futures Park ¦ Bacup ¦ Lancashire ¦ OL13 0BB

|  |  |
| --- | --- |
| Email:  | propertyservices@rossendalebc.gov.uk |
| Web:  | [www.rossendale.gov.uk](https://protect-eu.mimecast.com/s/bJz9Bh8qzDTX?domain=rossendale.gov.uk) |
| Twitter:  | [@RossendaleBC](https://protect-eu.mimecast.com/s/JR2WBTXLEYSo?domain=twitter.com) |
| Facebook:  | [Rossendale Borough Council](https://protect-eu.mimecast.com/s/XD4VBTLXeJuM?domain=facebook.com) |
| Visit Rossendale: | [http://www.visitrossendale.com/](https://protect-eu.mimecast.com/s/7xMDBTq5NAiW?domain=visitrossendale.com) |

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# Background

* 1. Rossendale

Rossendale is a local government district with borough status. It is made up of a number of small former mill towns in Lancashire, England centred around the valley of the River Irwell in the industrial North West. With a population of 67,000 the district combines urban with rural aspects, and is close to the more populated areas of Bolton, Burnley, Bury, Manchester and Rochdale.

Rossendale Borough Council is the local authority for the Rossendale district of Lancashire, in North West England. The district was formed on 1 April 1974 under the Local Government Act 1972, from the municipal boroughs of Bacup, Haslingden, Rawtenstall, part of Ramsbottom Urban District and Whitworth Urban District.

Rossendale is ranked 92 out of 354 districts on our deprivation score, putting it in the 40% most deprived districts nationally. Bacup Conservation area is adjacent to three areas which fall into the 20% most deprived wards, by definition of the Indices of Deprivation in Britain. Unemployment and crime rates are also high in the 3 wards adjacent to the Bacup Conservation.

* 1. The Project

Rossendale Borough Council require a suitably qualified Supplier to deliver Property Asset Valuations and Insurance Reinstatement Valuations for a period of not less than two years with scope for a duration of up to 6 years. This is a programme of all asset and insurance reinstatement valuations of the Council's complete property portfolio together with other ad-hoc valuation work; this covers all the Council's Asset and Insurance valuation work. The Council re-values all assets on a 5-year rolling programme with an investment property revaluation and impairment review each year.

The anticipated contract start date is: January 2017; an earlier commencement may be possible if mutually agreeable.

* 1. **Intention to Tender**

**If you intend to tender for this project, please complete the Intention to tender form found at annex 7 and return to propertyservices@rossendalebc.gov.uk immediately.**

# **The Tender**

2.1 Information provided to Bidders

RBC has made every effort to ensure the completeness and accuracy of the information provided in this Invitation to Tender, but does not warrant any information. The selected Tenderer will be required to satisfy itself as to the accuracy and completeness at its own cost.

2.2 Form of framework agreement and call-off contract.

The Council is inviting tenders from qualified valuers (FRICS or ARICS) for the carrying out of the Council’s valuation work for one year contracts, in the categories listed below.

General Valuation Services

I am sure that you will appreciate the difficulties in predicting the likely number of cases or nature of the work involved but it might assist you if I give you some idea of the level of instruction given by the Council during the existing contract.

During the last surveying contract period the Council gave valuation instructions on approximately 130 occasions.

You could expect to receive instructions upon a wide range of work negotiating on the Council’s behalf for the sale of large residential sites agreeing compensation in the cases of acquisitions under Compulsory Purchase Order, providing valuation reports for the Council’s Asset Register, applications for voluntary registration at HM Land Registry or the sale of garden land, or for the purposes of rent reviews.

Having looked at the nature of the work given over the last contract period, I would estimate the breakdown as follows:-

1. Residential/Housing matters - 41

2. Commercial/Industrial matters/retail - 20

3. Asset Register - 36

4. CPO matters - 1

5. Garden land/minor tenancies - 22

with the remainder of the instructions of an ad hoc nature.

As I am sure you will appreciate however, the nature of the work for the following year could be significantly different.

2.3 The timetable

|  |  |
| --- | --- |
| **Activity** | **Dates** |
| Tender issued | 15 November 2017 |
| Clarification questions to Rossendale Borough Council  |  |
| Submission to RBC | 30 November2017 |
| Clarification questions to bidders | 4 December 2017 |
| Tenderer Interviews | W/C 11 December  |
| Preferred Tenderer selected | 19 December 2017 |
| Cooling off period |  |
| Contract signed  | 8 January 2017 |

# Tender Questions

Please use the exact numbering sequence when answering the following questions and unless the context admits otherwise, the term “contract” shall also be construed as “framework agreement”:

|  |  |
| --- | --- |
|  | Please state the full legal name of the organisation in whose name the tender is being submitted |
|  | Please state if the Tenderer will be bidding as the main contractor and will use other parties to deliver all or part of the services. *If yes, please provide details of the Tenderer’s proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.* |
|  | Please state the principal contact name should RBC have any queries. Please also state the address, telephone number and email address. |
|  | If the Tenderer is a company, please state the Company Registration number and the date of registration along with the registered address. |
|  | Please state if the Tenderer is a private limited company, a sole trader, a partnership, a limited liability partnership, a sheltered workshop and/or a small or medium enterprise. |
|  | Please confirm the date of the Tenderer’s formation. |
|  | Please confirm if the Tenderer is a member of a group of companies? If so, please provide the name and registered address of: (a) The immediate parent company; (b) Any member of the group involved in associated sectors; (c) All wholly owned subsidiaries  |
|  | Please state the Tenderer’s VAT registration number (if applicable). |
|  | Please give the names and responsibilities of the executive directors/ partners/ members of the Tenderer. |
|  | Please confirm if any of the individuals listed in the above question and/or their relatives have been employed by Rossendale Borough Council or any of their subsidiaries, or do they have (or have they had) any commercial, manufacturing, contracting or other interest including any relationship with any of the above parties within the last three years? If so, please provide further details. |
|  | Please indicate the annual turnover of the Service Provider over the past two years. If your organisations part of a group, please give figure for both your own organisation and the group |
|  | Please confirm if any of the circumstances set out in Regulation 57 of the UK Public Contracts Regulations 2015 apply to the Tenderer? For convenience, a summary of the circumstances is scheduled at Annex 4. |
|  | Please confirm if the Tenderer has had a contract terminated or its employment determined under the terms of a contract for poor performance or breach of contract by the Tenderer within the last three years. If yes, please provide and state the details surrounding the circumstance. |
|  | Please provide a copy of your Health and Safety Policy and confirm by self-certification that your Health and Safety Policy complies with all current applicable legislative requirements. |
|  | Please confirm if in the last three years you have had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination. If the answer is yes to the above, please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date and confirm if the investigation upheld the complaint against your organisation. Please also explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. |
|  | Please confirm the level of insurance cover you already have or will commit to obtain, prior to the commencement of the Contract. |

#

# Confidentiality

* 1. All information supplied by RBC in connection with the Invitation to Tender shall be treated as confidential and tenderers shall not, without the prior written consent of RBC, at any time make use of such information for its own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed with the prior written agreement of RBC for the purposes of obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with the Tender).
	2. The Invitation to Tender and every part of it and all other information provided by or on behalf of RBC must be treated as private and confidential. Where applicable, tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to Tender other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Tender.
	3. Tenderers shall not at any time release any information concerning the Invitation to Tender and/or their Tenders and/or any related documents and/or any discussion with RBC in respect of the same for publication in the press or on radio, television, screen or any other medium.
	4. Each tenderer warrants to RBC that no document that it prepares as part of its Tender submission shall infringe any Intellectual Property Rights (as such term is defined in the Contract). Each tenderer shall retain Intellectual Property Rights in all documents that it prepares as part of its proposals and RBC shall not copy or use any such documents other than for the purpose of evaluation of Tenders and selection of the successful Bidders.
	5. RBC reserves the right to retain all proposals submitted by tenderers throughout the period that their Tenders remain valid and open for acceptance.
	6. Each tenderer undertakes to indemnify RBC and to keep RBC indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 2 of these Instructions.

# Non-consideration of Tenders

* 1. RBC may in its absolute discretion refrain from considering or rejecting a Tender if either:
		1. in any respect, it does not comply with the requirements of this Invitation to Tender document including these Instructions; or
		2. the Tender contain any significant omissions.

# Acceptance of Tenders, criteria for evaluation and contract award

* 1. RBC reserves the right to accept any Tender submitted pursuant to the Invitation to Tender.
	2. RBC shall not be bound to accept any Tender and reserves to itself the right at its absolute discretion to accept or not accept any Tender submitted.
	3. RBC may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. Save for any wording that exceeds any specified word limit, all information and documents submitted by tenderers by the due date will be considered, as well as any other information that RBC requires to be submitted.
	4. Tenders will be evaluated in accordance with the criteria shown below;

|  |  |  |  |
| --- | --- | --- | --- |
|  | Evidence | Pass |  Fail |
| Form of Tender  | Signed form of Tender |  |  |
| Certificate of Non Collusion  | Completed Certificate of Non Collusion  |  |  |
| All Questions  | Answers received against all questions asked in the ITT. |  |  |
| Company is financially viable  | 3 years of trading accounts |   |  |
| Insurance | Adequate insurance cover |   |  |
| Health and safety record |  Health and safety record for last 3 years |   |  |
| Experience  | 1. Details of project staff 2. Details of sub- contractors 3. Details of previous projects |   |  |

#

# Tenderer’s warranties

* 1. In submitting its Tender each tenderer warrants, represents and undertakes to RBC that:
		1. it has not done any of the acts or matters referred to in Sections 4.1.1 – 4.1.5 above and has complied in all respects with these Instructions;
		2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to RBC by the tenderer, its employees or agents in connection with or arising out of the Tender is true, complete and accurate in all respects;
		3. it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender;
		4. it has satisfied itself that it is able to provide the Contract;
		5. it has full power and authority to enter into the Contract and to undertake the Contract;
		6. it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel and other resources available to it to carry out the Contract;
		7. it has obtained all necessary consents, licences and permissions to enable it to carry out the Contract and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
		8. it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by any member of RBC and that is for the time being in the possession of the tenderer.

# General Information

* 1. The Invitation to Tender and all other documents provided to tenderers will remain the property of RBC and will be returned upon demand.
	2. Tenderers are advised to retain for themselves details of their submissions. RBC reserves the right to make a charge if a tenderer requests a copy of its submitted Tender.
	3. RBC wishes to draw attention to the following legislative acts;

**Misrepresentation Act, 1967**

Rossendale Borough Council and its agent(s), give notice that:

1. These particulars do not constitute, nor constitute part of, any offer or contract.

2. All statements are made without responsibility on the part of Rossendale Borough Council or the Officer(s) acting on behalf of Rossendale Borough Council.

3. None of the statements contained in these particulars are to be relied on as statements or representations of fact.

4. Any intending lessee must satisfy him/herself by inspection or otherwise, as to the correctness of the statements contained in these particulars.

# Notes to Tenderers

1. Tender should be returned in the envelope provided.

2. Envelopes should not bear any markings by which a tenderer can be identified.

3. Tenderers must ensure that their tender is received by the Committee & Member Services Manager, Futures Park, Newchurch Road, Bacup, Lancashire not later than the date indicated on the envelope provided. They must not be left at any other Council establishment. If posting offers you are strongly advised to use the Recorded Delivery Service and allow sufficient time for delivery. If personal delivery is preferred, offers must be handed in at Futures Park, Newchurch Road, Bacup during normal office hours (8.45 am – 5.00 pm) and a receipt obtained.

 Under no circumstances must offers be left in the post boxes at the Town Hall.

4. Contravention of any of the instructions contained in these notes or non-compliance of any of the Council’s Standing Orders relating to Contracts may result in the non-acceptance of an offer.

5. The Council does not bind itself to accept any tender.

#  Instructions to Tenderers

**Tenders must be submitted in accordance with the following instructions to tenderers (the “Instructions”). Tenders that do not comply with these Instructions in any particular way may be rejected by RBC whose decision in the matter shall be final.**

* 1. Tenderers are invited to submit a Tender and related detailed proposals for the provision of a framework agreement (the ”Contract”) in relation general valuation services described in the Invitation to Tender to which these Instructions are attached. Words and expressions have the meanings used in the Invitation to Tender.
	2. Tenderers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any tenderer in connection with the preparation and submission of a Tender, and (in the case of acceptance of a Tender by RBC) in connection with the execution of the Contract and all and any relevant documents, shall be borne by that tenderer. Whilst RBC will use its reasonable endeavours to see that all information given to tenderers by RBC is both truthful and accurate, RBC in no way warrants the same and tenderers must satisfy themselves of the accuracy of any information provided by RBC. RBC accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by tenderers of such information.
	3. The fact that a tenderer has submitted a Tender does not necessarily mean that it will satisfy RBC regarding any matters raised in paragraph 1.2.
	4. If any tenderer requires any further information or wishes to raise any query, such **requests or queries should be submitted by email to** **propertyservices@rossendalebc.gov.uk**
	5. RBC will endeavour to answer all such requests and/or queries provided that they are received by the deadline for clarifications. Any such requests and/or queries and RBC’s responses will be sent to all tenderers who have expressed an interest unless RBC decides otherwise.
	6. Clarification questions will be sent to Tenderers up until the date shown. All questions should be answered and returned within 3 days of receiving the question to propertyservices@rossendalebc.gov.uk
	7. Tenderer interviews will take place in the fortnight following the published date

# Submission of Tenders

* 1. No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the Invitation to Tender. Tenders **must not be qualified** in any way and must be submitted strictly in accordance with the Invitation to Tender, including these Instructions. Tenders **must not** be accompanied by any covering letter or any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
	2. Tenderers shall complete and submit in the manner described below the completed Form of Tender, proposals and all other supporting documents. The successful Tenderer shall be required to provide RBC (without cost) with a two (2) unbound hard copies of its Tender for inclusion in the resultant engrossment Contract.
	3. To be considered, Tenders must be:

received by RBC at the email address set out in Section 3.3.2 of these Instructions by no later than **4pm on 27 January 2017** (the “**Closing Date**”) or such later date as notified to tenderers. Tenders shall be kept open and valid for acceptance by RBC for at least three (3) months after the return of the Tenders or such longer period as may be agreed with RBC or any member thereof.

Tender submissions should be emailed to procurement@rossendalebc.gov.uk

**Or**

three hard copies of the Tender should delivered to:

The Committee & Member Services Manager

Rossendale Borough Council

TheBusiness Centre, Room 213

Futures Park

Bacup

OL13 0BB

Hard copy tenders will not be considered unless it is in a plain sealed envelope or parcel bearing the words Strictly Confidential “Tender for Bacup Townscape Heritage Initiative” with no other identifying mark.

* 1. Any Tender submission or part thereof received after the Closing Date (including the time) will not be considered for acceptance by RBC. RBC will not accept responsibility for any systems failure, delays or difficulties in the submission of any Tender or part thereof. Tenderers are advised to ensure they have sufficient time to email/post/hand deliver their Tender.
	2. The Tenders, proposals or other supporting documents shall be completed in black ink or type, in the English language and state all monetary amounts in Pounds Sterling.
	3. The Tenders must be signed:
		+ where the tenderer is an individual, by that individual;
		+ where the tenderer is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tender;
		+ where the tenderer is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
	4. Each tenderer shall produce forthwith upon request by RBC documentary evidence of any authorisation referred to in Sections 3.6.2 and 3.6.3 above.
	5. Tenderers should note that the Contract and its formation, interpretation and performance, shall be subject to and interpreted in accordance with the laws of England.

# Rejection of Tenders

* 1. Any Tenders or other documents submitted by any tenderer in respect of which the tenderer:
		1. fixes or adjusts the amount, prices, charges and rates shown:
1. by or in connection with any agreement or arrangement with any other person; or
2. by reference to any other Tenders; or
	* 1. communicates to any person other than a member of RBC any information except in accordance with Section 2.2 above; or
		2. enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the amounts, prices, charges and rates to be shown by any other tenderer in its Tenders and other documents; or
		3. offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other proposed Tenders or other documents any act or omission; or
		4. has directly or indirectly canvassed any official of RBC concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such official concerning any other Tenders or Proposals submitted by any other tenderer; or
		5. fails to use the English language; or
		6. fails to state monetary amounts in Pounds Sterling

shall not be considered for acceptance and shall accordingly be rejected RBC provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to RBC in respect thereof or to any criminal liability that such conduct by a tenderer may attract.

* 1. Tenders will only be considered if the criteria in the table below are provided and sufficient. If tenders do not pass the requirements in the table, the tender will be rejected and not evaluated further.

# Summary of ineligibility conditions provided by regulation 57 of the Public Contracts Regulations 2015

1 Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved). If you have answered “yes” to question 1.2 below on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

* 1. Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?

(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

(c) the common law offence of bribery;

(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

(e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

i the offence of cheating the Revenue;

ii the offence of conspiracy to defraud;

iii fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

iv fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

v fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

vi an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

vii destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

viii fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or

(f) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

(g) any offence listed—

i in section 41 of the Counter Terrorism Act 2008; or

ii in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

(h) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);

(i) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;

(j) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

(k) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

(l) an offence under section 59A of the Sexual Offences Act 2003;

(m) an offence under section 71 of the Coroners and Justice Act 2009;

(n) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

(o) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(p) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

* 1. Non-payment of taxes

(a) Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?

(b) If you have answered 'Yes' to the above question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?

1. Grounds for discretionary exclusion

The authority may exclude any Tenderer who answers ‘Yes’ in any of the following situations set out below in paragraphs 2.1(a) to 2.1(k);

2.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.

(a) your organisation has violated applicable obligations referred to in regulation 56(2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;

(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;

(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;

(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;

(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;

(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

(h) your organisation—

i has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or

ii has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or

(i) your organisation has undertaken to

i unduly influence the decision-making process of the contracting authority, or

ii obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or

(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

(k) From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012 given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion or been found to be incorrect.

# Annex 1 – Intention to Tender

**PLEASE COMPLETE AND RETURN THIS SHEET ONLY UNDER SEPARATE COVER IMMEDIATELY TO:-**

To: Hugh Taylor

 Commercial Asset Manager

Rossendale Borough Council

The Business Centre

Futures Park, Bacup

OL13 0BB

 Or to

propertyservices@rossendalebc.gov.uk

**Contract for General Valuation Service Contract**

I confirm that I intend to submit a Tender for the Contract for the General Valuation Service Contract

The following are the tenderer details:

|  |
| --- |
| Name of contact for Tender |
| Name of Organisation |
| Address |
|  |

**Name ……………………………**

**Signature ……………………….**

**Date ……………………………..**

Please complete & return immediately to Hugh Taylor by e-mail to propertyservices@rossendalebc.gov.uk or post to the above address.

# Annex 2 – Tender documentation

**ROSSENDALE BOROUGH COUNCIL**

**FORM OF TENDER (1 of 2)**

To: Rossendale Borough Council

 The Business Centre

 Futures Park

 Bacup

 Rossendale

 OL13 0BB

We, the undersigned, having examined the site of the Works, hereby Tender and undertake to execute all the Works required to be performed in accordance with the Specification and Schedule of Conditions of the Contract on a Firm Price basis, excluding all payments in respect of Value Added Tax for the sum of:

|  |  |
| --- | --- |
| NAMEADDRESS  |  |
| VALUATION TO BE CARRIED OUT BY |  |
| QUALIFICATION |  |
| ESTIMATED INSTRUCTION RESPONSE ON THE BASIS OF APPROXIMATELY XXX CASES PER ANNUM* 50
* 75
* 100
* 150
 |  |
| CLOSING DATE | **NOON, FRIDAY 8th JANUARY 2018** |
| IMPORTANT NOTE | CONDITIONAL OFFERS WILL NOT BE ACCEPTED |

**ROSSENDALE BOROUGH COUNCIL**

**FORM OF TENDER (page 2 of 2)**

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1. We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced specification submitted by me/us, these errors shall be corrected in accordance with Alternative 1, contained in NBS Guide to Tendering for Construction Projects.

2. If our Tender is accepted, we hereby undertake to commence on the date of possession and complete the Works

3. We understand that you are not bound to accept the lowest tender received.

4. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply (Attached completed “Certificate of Non-Collusion and Non-Canvassing”)

5. We have taken into account the following tender amendment letters issued by the Quantity Surveyor.

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6. We agree to our Tender remaining open for acceptance for a period of three months from the date for receipt of tenders.

7. We agree that we are willing, should the tender price be too high, to negotiate with the appointed Consultants in order to achieve reductions.

8. We undertake, in the event of your acceptance of this offer, to execute with you a formal contract, embodying all the Conditions and Terms contained therein.

Dated this ............................................................ day of........................................................... 2017

Name of Contractor ............................................................................ Tel: ........................................

Signature of Contractor: ....................................................

Signature of Witness: .......................................................

Occupation ....................................................................

Address: ..................................................................