

# TODMORDEN TOWN COUNCIL

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## Invitation to Tender (Open) – Instructions and important information

Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden

Issued **23<sup>RD</sup> OCTOBER 2023**

Tender response by **20<sup>th</sup> NOVEMBER 2023**

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**TENDER RESPONSES SHOULD BE RETURNED IN AN A4 ENVELOPE WITH NO INDICATION OF THE SENDER**

**BOWLING PAVILION ARCHITECTURAL SERVICES TENDER**

**FOR THE ATTENTION OF  
COLIN HILL  
PROJECT MANAGER  
TODMORDEN TOWN COUNCIL  
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**AND AN ELECTRONIC COPY BY EMAIL TO  
[tenders@todmorden-tc.gov.uk](mailto:tenders@todmorden-tc.gov.uk)**

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# 1. Definitions

1.1 Words defined in this document shall have the same meaning throughout the Invitation to Tender:

**“Architectural Services”** means the provision of all activities to obtain all relevant drawings, permissions and costings to enable the project to be tendered and to manage and oversee construction delivery.

**“Contract”** means the Letter of Agreement, the Terms & Conditions, the Specification together with any relevant plans, drawings and any other documents referred to in the contract schedules, as well as the successful suppliers tender.

**“Council”** means Todmorden Town Council, the contracting authority seeking to award a contract.

**“Invitation to Tender”** means the documents that comprise the overall information pack sent to tenderers for the purposes of submitting a tender. The Invitation to Tender typically comprises the following documents:

- Instructions and important information
- Specification
- Tenderers response to the Specification Pricing Schedule
- Phasing of payment schedule
- Form of Tender
- Confidential Information Statement
- Anti-collusion and Competition Code Certificate
- Anti-Canvassing Certificate
- Freedom of Information Disclosure Statement
- Certificate of Good Standing

**“Specification”** means the document which sets out the Town Council’s requirement in relation to the supplies/services/works and deliverables required.

**“Successful Supplier”** means the supplier who achieves the greatest score following the award evaluation process.

**“Tender”** means the tenderers written proposal or bid for the proposed Contract.

**“Tenderer”** means the supplier or organisation submitting a tender.

## 2. Contract period

- 2.1 The Contract period will range from the period of appointment to the obtaining of planning permission through to subsequent tendering and on selection of an approved supplier to carry out the construction works, to then project manage the construction works including certification of works for payment and completion certification.
- 2.2 The tenderer should provide an indicative timeline for completion of project to listed building consent stage, tender preparation, tender evaluation, appointment of contractor and suggested period construction start and finish.
- 2.3 The commencement date will be by mutual agreement but not expected to be any later than two months after the appointment.

## 3. Contract value

- 3.1 All values expressed are exclusive of vat.
- 3.2 A fixed price contract is requested to deliver all of these elements which will be based on an indicative construction cost of between £460,000 and £540,000.
- 3.3 Should the construction value exceed £540,000, a proportionate increase will be allowed for fees subject to a maximum of 5% above the tendered price for Architectural Services.
- 3.4 **The amount quoted by the tenderer should include all third-party disbursements or where not known, specified as an additional cost.**
- 3.5 Funding for this project includes external grant funding which will only fund Professional Fees once Listed Building Consent has been obtained. ***The Town Council seeks to maximise this opportunity and tenderers may wish to phase their fixed price contract payments to reflect this ambition.***
- 3.6 All prices are to be shown in pounds sterling and fixed for the entire Contract Period. Pricing will be fully inclusive of all costs involved in meeting the requirements including delivery or early settlement discount incentives.
- 3.7 Tenderers are advised that under the Government's Transparency Agenda a certain amount of information about payments made contracts held etc. is available on the Council's website.

## 4. The Contract

- 4.1 The successful Provider will be required to enter into a formal contract which embodies the terms of all the Tender documents. The contract will be executed under hand.
- 4.2 The successful Provider will be required to enter into the Contract promptly and shall not commence the provision of the Works nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Town Council

## **5. Freedom of Information**

- 5.1 Tenderers acknowledge that the Council is obliged under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) to disclose information to third parties subject to certain exemptions This includes the information given in relation to this Invitation to tender process.
- 5.2 Tenderers therefore accept and acknowledge that the decision to disclose information and the application of any exemptions will be at the Town Councils sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA and/or the EIR as to whether any exemptions under of the FOIA and/or EIR may be applied to protect the tenderer's legitimate commercial and trade secrets.
- 5.3 Tenderers should state in the Freedom of Information Disclosure form if any of the information supplied by them is confidential, or commercially sensitive, or should not be disclosed in response to a request for information under the FOIA or EIR. Tenderers should state why they consider the information to be confidential or commercially sensitive and the time period applicable to that sensitivity.
- 5.4 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the FOIA and EIR.

## **6. Confidentiality of tender information and documents**

- 6.1 All information provided by the Town Council in connection with this tender shall be regarded as confidential to the Town Council, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the tender.
- 6.2 The Invitation to Tender documentation are and shall remain the property of the Town Council and must be returned with the tender submission or deleted from any computer systems where it is downloaded. If a tenderer chooses not to submit a tender, the tender documentation must be deleted.
- 6.3 The tenderer shall treat the details of its tender and any subsequent contract as strictly private and confidential. Copyright in the procurement and tender documents is reserved to the Town Council.

## **7. Abnormally low tenders**

- 7.1 Where the tender price appears abnormally low, tenderers will be required to explain and provide evidence to support the price and costs proposed in their tender.
- 7.2 In accordance with provisions contained in clause 69 of the Public Contracts Regulations 2015, the Council may reject a tender deemed abnormally low.

## **8. Collusive tendering**

8.1 Any tenderer who:

- refuses to complete the Anti-Collusion and Code of Conduct Certificate, or
- fixes or adjusts the amount of their tender by or in accordance with any agreement or arrangements with any other person; or
- communicates to any person other than the Council the amount or approximate amount of their proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for insurance or contract guarantee bond); or
- enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any tender to be submitted; or
- 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 tender or proposed tender for the Contract any act or omission;

shall (without prejudice to any other civil remedies available to the Town Council) be disqualified.

## **9. Canvassing**

9.1 Any tenderer who directly or indirectly canvasses any member, officer or agent of the Town Council concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain any information from any such member, officer or agent concerning any other tender or proposed tender shall be disqualified.

## **10. Supplier's warranties**

10.1 In submitting a tender, the tenderer warrants and represents that:

- it has complied in all respects with the Invitation to Tender;
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Town Council by the Supplier or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;
- it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Invitation to Tender and that it has not submitted the tender and will not have entered into the Contract in reliance upon any information, representations, or assumptions (whether made orally, in writing or otherwise) which may have been made by the Town Council;
- it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Town Council
- it is of sound financial standing and the tenderer, and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the tenderer which

may adversely affect such financial standing in the future;

- 10.2 Tenderers shall keep their respective tenders valid and open for acceptance by the Town Council until the expiry of 60 days from the last date for the receipt of tenders.

## **11. Ordering**

- 11.1 The successful supplier must be able to receive orders by email at the start of the contract.

## **12. Payment and Discount for Prompt Payment**

- 12.1 Payment shall be made by the Council to the successful supplier in accordance with the Contract Terms & Conditions

- 12.2 The Town Council does not permit payments to be made in advance.

- 12.3 *Please provide your offered discount if the Council pays approved invoices within 14 days (standard payment terms 30 days)*

## Part A - Instructions and important information to tenderers

### 13. Scope

- 13.1 Todmorden Town Council has recently been awarded funding under the Town Deal Fund for various projects within Centre Vale Park. The Bowling Pavilion is to be extended in a sympathetic manner reflective of its location.
- 13.2 Centre Vale Park is adjacent to Burnley Road and is generally a gently sloping area of grassland designated as a flood storage area by the Environment Agency. It will be necessary to provide a Flood Risk Assessment to the local planning authority.
- 13.3 The Bowling Pavilion is located within 15 metres of the river and therefore an Environmental Permit will be required from the Environment Agency, including the likely need for detailed calculations to be submitted.
- 13.4 Any proposed extension is likely to require substantive tree felling and or crowning but should be at minimum required levels.
- 13.5 The Bowling Pavilion is located in a conservation area and will require a heritage impact assessment to be completed.
- 13.6 There will be multi users of this facility - Todmorden Bowling Association, Todmorden in Bloom, Friends of Centre Vale Park, Veterans support group and the Bandstand group.
- 13.7 The facility must be designed in a way to offer income-generating opportunities.
- 13.8 This Contract is for the appointment to provide Architectural services to the Town Council as detailed in the Contract Terms & Conditions and the Specification contained within this Invitation to Tender. This document should be read in conjunction with the Contract Terms & Conditions and Specification.
- 13.9 Additional external funding may be required depending upon the estimated construction cost and the appointed Architect will be expected to provide three alternatives (low, medium, high cost) for consideration before a final version is selected upon which to seek planning approval and base the construction tender on.
- 13.10 All cost alternatives must retain the existing footprint and elements of structure as a separately identifiable area capable of attributing a construction cost to in order to meet principal external funder requirements which will fund only improvements to the existing structure, not the extended areas.
- 13.11 Additional funding may be obtained in relation to innovative carbon reduction initiatives including potential use of solar roof bricks.
- 13.12 Tenderers responding to this opportunity should carefully consider how their response can reflect the Town Councils wish to
  - Encourage local employment.
  - Tackle climate change

- Promote Equality

- 13.13 Wherever there is an opportunity for a sustainable solution, suppliers are strongly encouraged to offer such solutions within the scope of the contract requirements.
- 13.14 The principal aim of the tender process is to appoint a single supplier to the Town Council who will co-ordinate delivery of all elements of the requirements as defined in the specification.

## **14. The basis of the tenders**

- 14.1 This Contract is being let in accordance with the Town Council's Standing Orders and Financial Regulation with which the successful supplier shall comply.
- 14.2 Tenders must be submitted in accordance with the instructions contained within this Invitation to Tender. Any tenderers that do not comply with these instructions may have their tender rejected.
- 14.3 Tenders are being invited from not only a select list of tenderers but will also be advertised on the Governments Contract Finders Portal <https://www.gov.uk/contracts-finder> and that of Calderdale MBC.
- 14.4 The agreement for this contract shall be in writing, in a form to be agreed between the parties and as approved by Todmorden Town Council
- 14.5 The tenderers' written response to any information required by the Town Council will be considered in the evaluation of competing tenders and if accepted, will be binding but will not detract from the Contract Terms & Conditions or Specification.
- 14.6 If the successful supplier fails to execute the formal agreement the Town Council may (without prejudice to any other remedy available to it) terminate the Contract by notice to the successful supplier having immediate effect.
- 14.7 Until the execution of a formal agreement, the successful supplier's tender together with the Town Council's written acceptance of it shall form a binding agreement between the Town Council and the successful supplier.
- 14.8 Every tender received by the Council shall be deemed to have been made subject to the enclosed Contract Terms & Conditions unless the Council shall previously have expressly agreed, in writing to the contrary. Any alternative terms or conditions offered on behalf of the tenderers shall, if inconsistent with this Invitation to Tender, be deemed rejected by the Council unless expressly accepted by it in writing.
- 14.9 The Council reserves the right to negotiate on particular items of a tenderers proposal whilst ensuring that such negotiation does not distort competition or differ from the scope of the Contract.
- 14.10 The Council reserves the right not to award a contract from the successful supplier where the successful supplier cannot meet the requirements to the Town Council's timescales and/or satisfaction.

14.11 All communication with the Council must be made via the Town Councils Project Manager and in such absence the Town Clerk.

14.12 The indicative timetable is as follows:

<b>Stage/activity</b>	<b>Date</b>
Invitation to tender published	23rd October 2023
Deadline for receipt of clarification questions or request for additional information from tenderers	8 days before deadline for receipt of tenders
Deadline for receipt of tenders	20 <sup>th</sup> November 2023
Clarifications/Interviews	28 <sup>th</sup> and 29 <sup>th</sup> November 2023
Tender evaluation	4 <sup>th</sup> and 5th December 2023
Contract award	20 <sup>th</sup> December 2023
Contract commencement date	To be agreed but no later than two months after appointment

## 15. Instructions to tenderers

15.1 Tenderers must observe the following requirements:

- Tenderers have responsibility for obtaining, at their own expense, all information necessary for the proper preparation of their tenders.
- This responsibility extends to attending any site visits or necessary meetings throughout the entire procurement process.
- Information provided to tenderers by the Council (whether within the Invitation to Tender or information released subsequently following the dispatch of the Invitation to Tender) is provided only for guidance in the general preparation of the tender. Tenderers must make their own enquiries with regard to the accuracy of any such information.
- No responsibility is accepted by the Council for any loss or damage of whatsoever kind and howsoever arising from the use of such information by tenderers;
- Each party shall bear their own legal and other fees in relation to the preparation and submission of the tender and any formal Contract documents arising therefrom. No copies of the written documentation may be made without the written consent of the Council;
- Tenderers shall not make any alterations, qualifications, additions or notes upon the text of the Contract Terms & Conditions except with the prior written consent of the Council. Any proposed amendments must be notified to the Council for consideration prior to tender submission in accordance with paragraph 4.8 above;
- Tenderers must provide their response to the tender as required in the Invitation to Tender, using the templates provided and in the file format that the templates were issued in;
- The tenderer is required to keep the tender open for acceptance for a period of two calendar months from the last date for submission of tenders;
- All documents requiring a signature must be signed as stated below and the status of the signatories within the organisation must be indicated;
  - (i) where the tenderer is an individual, by that individual;
  - (ii) where the tenderer is a partnership, by two duly authorised partners;
  - (iii) where the tenderer is a company, by two directors, or by a director or a secretary of the Company, such persons being duly authorised for that purpose;
- Should a tenderer withdraw their tender or fail to complete the Contract within 28 days of acceptance of a tender, the Council will not, for a period of 3 years, accept any tender from such tenderer unless the appropriate committee specifically by resolution within this period directs otherwise.

## 16. Tender queries

- 16.1 Tenderers should seek to clarify any outstanding queries and points of doubt with the Town Council before submitting a tender by no later than eight days before the deadline for receipt of tenders.
- 16.2 The point of contact will be Colin Hill Todmorden Town Council Project Manager.  
Initial enquiries must be made by email to [projectmanager@todmorden-tc.gov.uk](mailto:projectmanager@todmorden-tc.gov.uk) where subsequent arrangements to discuss can be made face to face or remotely via “Microsoft Teams” and or telephone..

## 17. Completing the documentation

- 17.1 The Town Council reserves the right to disqualify any submission which is incomplete.
- 17.2 Tenders which are not submitted in the format specified in this Invitation to Tender shall not be considered by the Town Council.
- 17.3 Please answer all the questions in English, as accurately and concisely as possible, or mark those not applicable ‘N/A’ and provide an explanation.
- 17.4 Please answer every question as instructed to do so. Do not assume that the officers evaluating the form will know about your organisation or the work that you do. The Council will only evaluate what is written by the tenderer in their tender.
- 17.5 Tenderers should not provide marketing literature or supporting documents, for example, accounts, certificates, statements or policies unless specifically requested to do so. Instead, we may request a statement regarding your approach to various aspects or a summary of your policies. The Council may ask to see these documents at a later stage so it is advisable that tenderers ensure they can be made available upon request. Tenderers may also be asked to further clarify your answers or to provide more details.
- 17.6 Unless otherwise specified, tenders must be submitted using the forms provided, and in the format as issued (not PDF). These include:
- Tenderers response to the Specification
  - Pricing Schedule
  - Form of Tender
  - Confidential Information Statement
  - Anti-collusion and Competition Code Certificate
  - Anti-canvassing Certificate
  - Freedom of Information Disclosure Statement
  - Statement relating to good standing
- Where a signature is required this must be signed by a person who is authorised to do so as per paragraph 5.1 (g).

- 17.7 Tenderers must submit their tender to the Project Manager in “Microsoft Word” version a Certificates must be signed electronically with such electronic signatures binding as though handwritten. Those received after the deadline for receipt will not be considered.

## **18. Tender evaluation**

- 18.1 In evaluating the tenders, the Town Council shall be seeking to ensure that it secures the most economically advantageous means of the supply and procurement, that is to say, an appropriate level of quality-of-service delivery and financial performance from the successful supplier as well as including continuous improvement.
- 18.2 The Council has determined the applicable financial and technical contract evaluation criteria. In essence, tenderers must demonstrate that they are technically and operationally competent and able to meet the Specification, as a minimum requirement, as well as offering a financially attractive package for the Council.
- 18.3 The Council's considerations will include the merits and capacity of the tenderer's services offered, to include the ability to fulfil the Contract Terms & Conditions and Specification requirements.
- 18.4 Tenderers should note that regardless of a tender's overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness which is likely to impact adversely upon the supply of the goods and/or services, then grounds will exist to exclude the tender from further consideration.
- 18.5 Throughout the evaluation process, the Town Council reserves the right to seek clarifications from tenderers, where this is considered necessary to achieve a complete understanding of the tenders received.
- 18.6 Tenderers may be asked to attend a clarification interview/presentation with the Town Council's evaluation panel. Where required, the purpose of the clarification interview/presentation will be to help clarify any points arising from the written tenders and scores may be adjusted because of the clarification interview/presentation.
- 18.7 An initial examination of the tenders will be made to establish the completeness of the submitted tenders.
- 18.8 Tenderers will be evaluated using the Award criteria listed below. Any tenderers failing any section may have their tender rejected. The Town Council reserves the right to examine tenders before completing the award and grounds for exclusion assessment.
- 18.9 The award criteria will be scored out of 100%, with tenders evaluated on the following basis of the award sub-criteria and their weighting for the quality aspect of the tender:

<b>Award criteria</b>	<b>Weighting</b>
1. Supplier information	Not scored, for information only*
2. Economic and Financial Standing	Pass / Fail
3. Compliance with equality legislation	Pass / Fail
4. Encourage local employment/school involvement	5%
5. Tackle Climate Change /Sustainability	5%
6. Health & Safety	Pass / Fail
7. Quality Management	Pass / Fail
8. Insurances – Professional indemnity, Public and Employer Liability	Pass / Fail
7. Technical Capacity, Expertise & Experience	20%
8. Methodology, Timetable and proposed payment schedule	10%
<b>Qualitative total</b>	<b>40%</b>
<b>Pricing schedule</b>	<b>60%</b>
<b>Overall Total</b>	<b>100%</b>

\* Supplier may be excluded on the grounds of providing insufficient or false information.

18.10 The scoring framework shown below will be used to evaluate submissions. The tenderers response to each question will be scored and the total pro-rated to give a percentage score out of the maximum percentage for that section.

0 Unacceptable	Response is so incomplete that it is not possible to form a judgement
1 Weak	Below expectation, response gives considerable reservations about the proposal meeting some or some of the requirements and gives rise to a number of concerns about the potential reliability to meeting more than one aspect of the proposal
2 Meets expectations	Acceptable, response mainly compliant, generally meets requirement except for minor aspects, limited reservation, satisfactory
3 Good	Exceeds expectations, good response which meets requirements, gives confidence that all aspects of proposal may be relied upon, describes how requirement will be met, no reservations
4 Outstanding	Excellent response, exceeds expectations of the requirement and its objectives, gives high confidence that proposal may be relied upon without reservation

18.11 The final scores for the qualitative and price elements of the tender will be combined to give an overall final score for the submission.

18.12 With respect to financial criterion scoring each submission will be awarded a weighting based on its relationship with the lowest priced quotation on the basis of the submitted lump sum fee. The quotation with the lowest lump sum fee will be awarded the full weighting available.

Lowest price divided by highest price times weighting.

**Worked example:**

Potential supplier price	Lump sum price (£)	Pro rata weighting (based on 40% being allocated to the price criteria)
£60000		
A (lowest)	£45,000	60%
B	£50,000	54%
C(Highest)	£55,000	49%

**18.13 The winning tender is the one which scores the greatest overall mark once the quality and price scores have been combined.**

## Part B – Specification of Works

### 19. Specification



- 19.1 This is located in a Conservation Area and Flood Alleviation Area where any proposed works will require both a Heritage Assessment and Environmental Permit to be obtained in addition to any other surveys required.
- 19.2 The pavilion is shown as having a low risk of being affected by surface water flooding. (Low risk means that each year this area has a chance of flooding of between 0.1% and 1%). Local topography and the slightly elevated position of the pavilion make surface water flooding less likely. The bowling greens by comparison are typically medium risk.
- 19.3 The pavilion is shown as having a medium risk of being affected by flooding from the river (Medium risk means that each year this area has a chance of flooding of between 1% and 3.3%) however the sample grid is wide and also includes the low lying bowling greens and the park which has been lowered as a flood lagoon. As with surface water, the slightly elevated position of the pavilion makes river flooding less likely.
- 19.4 It is located near to the Sports Centre, Tennis Courts, Fielden Hall and a proposed new Multi Use Games Area.

- 19.5 The pavilion is traditionally built for its type as an Edwardian Park Pavilion of c. 1915, it is single storey, with a hipped roof. The building has a stone base to window cill level, timber structure and concrete tile roof (historically this was in Rosemary Clay Tile) with overhanging eaves. It has a stepped approach from footpath level.
- 19.6 The building architecturally shares a stylistic theme with the various park shelters throughout the park, which are characterised by stone base, timber superstructures and overhanging tiles roofs.
- 19.7 Existing accommodation consists of
- A club room/meeting space
  - A tea making facility
  - Toilets, including an external urinal block, plus WC and a further internal WC, neither off which are to 'Doc M' (accessibility) standard.
  - Storage area for equipment, within the caged external seating area and meeting room



- 19.8 It is proposed to expand the facilities at the bowling pavilion to accommodate the Bowling Club, Todmorden in Bloom, Veterans group, Friends of Centre Vale Park and the Bandstand group as well as other community activities and commercial room hire opportunities. Appointed Architects will be expected to engage with the end user groups as part of development of design ideas.
- 19.9 Whilst its primary daytime use is likely to be bowling associated activity (with the Bowling Club also assuming responsibility for greens maintenance), any design must include the availability of some serving capacity for both food and drink to maximise income opportunity from passing footfall and activity based in that area of the park.
- 19.10 The building should face onto the bowling greens.
- 19.11 To maximise the use of the building, proposed options for use by Todmorden in Bloom and the Veterans group should allow for independent use.
- 19.12 Any proposed external accessible toilet should have the option of using a using a Radar key.
- 19.13 Space for the storage / garaging of sports wheelchairs will be required, likely outside the main body of the building. There is an existing slab to the rear which may be suitable as a base for any proposed solution whether purpose built or of a container type.
- 19.14 Considerations should reflect user needs as follows:-

**19.14a Income generating/cost saving area**

- Meeting room space to enable internal use and community use
- Bar operations and related lounge area.
- Catering options – commercial kitchen including servery into lounge and or lobby for external patronage, storage cupboard.
- Some external food/drink serving capacity.
- Wi-Fi/Bluetooth capability.
- Sound system infrastructure.
- Projection connection infrastructure.
- To include “greenhouse” and internal staging and work bench for seed and plant propagation accessible externally - c 10m \* 4m
- To include workshop space for veterans (Man Shed) – accessible externally.

**19.14b Storage**

- Cellar space -m internal/external
- External delivery capability including some hardstanding delivery parking and accessibility into site

- External storage area to facilitate all groups (possibly self- build) – with power Increased storage for equipment – mower/ grounds equipment / tables/chairs.
- Storage for powered buggies/sports wheelchairs.
- Internal Bowls lockers and two changing rooms

**19.14c Services**

- Toilets including accessible
  - Some internally - some accessible externally with baby change.
  - Likely unisex
  - Internal accessible/baby change
- External power points
- CCTV – internal and external
- Security lighting
- Alarms- fire/burglar
- Security Grills – motor or manual
- Water butts/rainwater system.

19.15 We are keen to involve Todmorden High Schools in elements of delivery of this project to improve understanding of how projects are designed and implemented.

**20. Appointment of Architect**

20.1 TTC needs to appoint an Architect experienced in delivering renovation to heritage-based structures/buildings.

20.2 The Town Council is looking to appoint an Architect to progress through RIBA plan of work stages (2020) 2 to 7

20.2a Stage 1 Strategic Direction has already been delivered – the Business Case has been approved and the Decision made to progress with the Rebuild/Renovation of the Bandstand

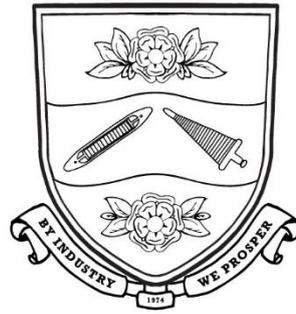
20.2b	Stage 1	Preparation and Briefing
	Stage 2	Concept Design
	Stage 3 and 4	Developed Design/Technical Design / Specification and Detailing, Tender action – to obtain Listed Building Consent/Building Regulations approval, specification of works, and preparation of tender and building contracts
	Stage 5	Construction - including project management of such construction and certification of works completed and authorisation for stage payments to be made.
	Stage 6	Handover and Close Out
	Stage 7	In use

- 20.3 Whilst technical specifications may be prepared in advance of construction tender stage, when completing the tender for provision of construction services potential providers should be asked to provide a detailed explanation of their construction methodology.
- 20.4 This methodology should include restoration of ironwork timber restoration replacement, use of sustainable materials and an undertaking to record via photographs all phases of construction in order to provide a record for Heritage conservation.
- 20.5 The Architect appointed will be expected to have in place:-
- Professional / Indemnity Cover – minimum £2 million pounds
  - Public Liability Cover – minimum £10 million pounds
  - Employer Liability Cover- minimum £10 million pounds.
- 20.6 Copies of such certificates and proof of cover at the time of tender submission **should form part of the Tender Pack submission.**

## **21. Methodology Timescale and Fee payment schedule**

- 21.1 Tenderers should submit with their tender:-
- a) A methodology statement outlining their process of managing this project laying out the stages involved.
  - b) An indicative timetable for the various stages to be completed up to tender stage.
  - c) An outline of how payment would be phased
  - d) Based on this brief only, an indicative timetable for likely length of period of construction.

**TODMORDEN TOWN COUNCIL**



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**Part C – Tender response pack**

**Invitation to Tender (Open) – Instructions and important information**

**Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden**

**Issued 23<sup>rd</sup> October 2023**

**Tender response by 20<sup>th</sup> November 2023**

**Tenderers name:** .....

**Tenderers contact details** .....  
.....  
.....  
.....

Tender response checklist:	Enclosed yes / no
Tenderers response to the Specification 22.2	
Tenderers response to the Specification 22.3	
Tenderers response to the Specification 22.4	
Tenderers response to the Specification 22.5	
Tenderers response to the Specification 22.6	
Tenderers response to the Specification 22.7	
Tenderers response to the Specification 22.8	
Tenderers response to the Specification 22.9	
Tenderers response to the Specification 22.10	
Tenderers response to the Specification 22.11	
Tenderers response to the Specification 22.12	
Pricing Schedule including early payment discount if offered	
Form of Tender	
Proof of insurance cover	
Confidential Information Statement	
Anti-collusion and Competition Code Certificate	
Anti-canvassing Certificate	
Freedom of Information Disclosure Statement	
Statement relating to good standing	
<b><i>Tenderers should insert details of other forms /documents submitted with the tender here...</i></b>	

## 22. Tenderers response to the Specification (Award Criteria)

22.1 Please provide your responses to the questions in the below form. Where applicable, attachments to the responses may be used, but must be clearly labelled to the appropriate question, otherwise the response may be rejected

<u>22.2</u>	<u>Supplier Information – pass/fail</u>	
<u>Ref</u>	<u>Detail requested</u>	<u>Response</u>
22.2a	Full name of the supplier applying for the contract	
22.2b	Registered company address and number	
<u>22.2c</u>	<u>If a charity – registered number</u>	
22.2d	Registered VAT number	
22.2e	If applicable Name of immediate parent company	
22.2f	<u>Please indicate your trading status</u>	a public limited company a limited company a limited liability partnership other partnership sole trader other ( <i>please specify</i> )

<u>22.3</u>	<u>Economic and Financial Standing - pass/fail</u>	
<u>Ref</u>	<u>Detail requested</u>	<u>Response</u>
22.3a	<p>Please provide <b>one</b> of the following to demonstrate your economic/financial standing:</p> <p>a copy of audited accounts for the most recent two years</p> <p>a statement of the turnover, profit &amp; loss account, current liabilities and assets, for the most recent year of trading for this organisation</p> <p>alternative means of demonstrating financial status if any of the above are not available (e.g. a statement of funding provided by the owners and/or bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	

<b><u>22.4</u></b>	<b><u>Bidding Model</u></b>	
<b><u>Ref</u></b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
<u>22.4a</u>	Are you bidding as a prime supplier and will deliver all of the stated requirements?	
<u>22.4b</u>	If you are bidding as a Prime supplier and will use third parties to deliver some of the services? (If so further information may be sought)	

<b><u>22.5</u></b>	<b><u>Compliance with equality legislation and promoting equality - pass/fail</u></b>	
<b><u>Ref</u></b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
<u>22.5a</u>	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	
<u>22.5b</u>	In the last three years, has your organisation 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 or alleged unlawful discrimination?	
<u>22.5c</u>	If you have answered “Yes” to one or both of the questions in this part, further information will be required. You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	
<u>22.5d</u>	If you use third parties, do you have processes in place to check whether any of the above circumstances apply to these other organisations	
<u>22.5e</u>	Please provide a copy of your Equal Opportunities Policy	
<u>22.5f</u>	Please outline how through this project you would promote Equality	

<b>22.6</b>	<b>Encourage Local Employment and school involvement – 5%</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.6a	Please confirm or not whether you have in place an Architectural Apprenticeship	
22.6b	If no to 22.6a is this something on award of contract you would implement?	
22.6c	How would you propose to engage High School into this project?	

<b>22.7</b>	<b>Tackle Climate Change and sustainability– 5%</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.7a	How would you address climate change and sustainability within the remit of this project? -	

<b>22.8</b>	<b>Health and Safety -pass/fail</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.8a	Please self-certify that your organisation has a Health & Safety policy that complies with current legislative requirements.	
22.8b	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? The Town Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches	
22.8c	If you use third parties, do you have processes in place to check whether any of the above circumstances apply to these organisations.	

<b>22.9</b>	<b>Quality Management</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.9a	Does your organisation hold a recognised quality management certification; for example BS/EN/ISO 9001 or equivalent?	
22.9b	If no formal certification as above, please outline how you ensure quality remains central to your service delivery.?	

<b>22.10</b>	<b>Technical Capacity, Expertise and Experience – 20%</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.10a	<p>Please detail your organisations technical capacity, expertise and experience over the last five years, in carrying out services of a similar nature.</p> <p>Details should include the following;</p> <ul style="list-style-type: none"> <li>• Working with the Community – 5%</li> <li>• Delivery of outline and detailed Planning consents- 5%</li> </ul>	
22.10b	<p>Please highlight how value for money to your clients is delivered through the use of innovative solutions whilst still delivering a well-designed solution.- 5%</p>	
22.10c	<p>Please provide two examples of similar schemes you have designed and administered? – 5%</p>	
<b>22.11</b>	<b>Methodology Timescale and Fee payment schedule - 10%</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.11a	<p>a) A methodology statement outlining their process of managing this project laying out the stages involved.- 5%</p>	
22.11b	<p>b) An indicative timetable for the various stages to be completed up to tender stage.-3%</p>	
22.11c	<p>c) An outline of how payment would be phased.-1%</p>	
22.11d	<p>d) Based on this brief only, an indicative timetable for likely length of period of construction.-1%</p>	

<b>22.12</b>	<b>References</b>	
<b>Ref</b>	<b><u>Detail requested</u></b>	<b><u>Response</u></b>
22.12a	<p>Please provide 2 references of your ability to deliver Architectural Services relating to projects that you have been involved with, within the last 5 five years.</p> <p>Please also include the client contact details so the Town Council can contact these clients to seek references ahead of any Tender evaluation .</p>	

**Declaration**

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the evaluation process to assess my organisation’s suitability and I am signing on behalf of

I understand that the Council may reject my submission if there is a failure to answer all relevant questions ~~fully or if I provide false/misleading information~~. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Council’s requirement.

The following appendices form part of our submission:

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Company address:</b>	
<b>Date:</b>	

Section reference	Appendix number

## Pricing schedule

Bidders must include in their costs all anticipated costs for attending meetings as part of each work phase, including site visits for oversight of construction works completed and certification of works to date for stage payments.

Costs for any additional meetings called by the Council where the Architect is expected to attend should be provided separately below.

**Please base your fees on the higher scale for the anticipated build budget of £550,000**

Schedule A Architectural Services		
Item	Description- RIBA Stages	Price Amount
1	Fee for Stage1	£
2	Fee for Stage 2	£
3	Fee for Stage 3 and 4	£
4	Fee for Stage 5	£
5	Fee for Stage 6	£
6	Fee for Stage 7	£
	<b>ITEM A - TOTAL FEE FOR PROPOSED SERVICES</b>	£

Schedule B Third Party Disbursements if not included in Schedule A above – please add additional if required		
7	Measured survey	£
8	Condition survey	£
9	Quantity Surveyor	£
10	Structural Engineer	£
11	M & Engineer	£
12	Flood Risk Assessment	£
13	Environment Agency Flood Calculations to accompany Environmental Permit (EA Permit fees paid by Town Council)	£
14	Asbestos Survey	£
15	Ecological Assessment-if required	£
16	Conservation Heritage Assessment	£
17	Tree Survey	£
18	Listed Building Consent	£
19	Bat Survey	£
	<b>ITEM B - TOTAL FEE FOR THIRD PARTY SERVICES</b>	£

	<b>ITEM A AND B TOTAL = TENDER AMOUNT BID (60%)</b>	£
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	<b>Percentage of Tender price to construction cost of £550,000</b>	%
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**N.B if construction costs are in excess of £550,000 the above % will be applied as an increase in fee subject to an overall maximum of 5% above tender price .**

### Cost for additional meetings

Item	Description	Price Amount
12	Cost for attending additional meetings with the Council, to include all expenses.	

### Schedule of rates

Please provide the firm rate for architects which can be utilised for additional services throughout the contract.

Item	Description	Rate £
17	Director / Partner	
18	Senior Architect	
19	Architect	
20	Junior Architect	

### Discounts

Description	Discount Rate
Prompt payment discount	

## Form of Tender

### Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden

The Contract period will range from the period of appointment to the obtaining of planning consent through to subsequent tendering and on selection of an approved supplier to carry out the construction works, to then project manage the construction works including certification of works for payment and issuance of a completion certification.

Having examined the Contract Terms & Conditions, the Specification and the Pricing Schedule for the above-mentioned Contract, I / we offer to perform the whole of the Contract of the period of from the Date of Commencement stated above in conformity with the Contract Terms & Conditions, the Specification and the Pricing Schedule for the prices set out in the Pricing Schedule.

Unless and until a formal contract is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between both parties.

I / we understand that Todmorden Town Council is not bound to accept the lowest or any tender it receives.

I / we understand that no payment will be made for any expenses or losses incurred in the preparation of my / our tender.

I/we agree that this tender remain open for acceptance for ninety days after the last day for receipt of tenders.

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Company address:</b>	
<b>Date:</b>	

## Confidential Information Statement

### Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden

I/We understand that we are allowed access to confidential information belonging to Todmorden Town Council (“the Council”) in order to prepare our tender for the Contract. This includes personal information under the terms of the Data Protection Act 1998.

This information will be kept secure at all times while in our possession. Only those staff within our organisation that are required to see the information in order to deliver the Contract are to be given access to the information, and then only in order to provide the supplies/services/works.

The information should not be used for any purpose, other than for which it is being supplied.

No part or parts of the information will be retained once the supplies/service/works has been provided save as that required to be retained for audit and compliance purposes. The recipient will retain the minimum confidential information that is required for the audit and compliance purposes and will treat such information with the same degree of care as we exercise for own confidential information.

The terms of this agreement will also be applied to any other organisations, such as third parties or consultants, who may work with us to provide the supplies/services/works.

Should any breach of the above take place, I will immediately notify the Town Council’s Town Clerk by emailing [townclerk@todmorden-tc.gov.uk](mailto:townclerk@todmorden-tc.gov.uk).

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Date:</b>	

# Anti-collusion and Competition Code Certificate

## Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden

In recognition of the principle that the essence of selective tendering is that the Client shall receive bona fide competitive tenders from all those tendering I / WE CERTIFY THAT:

1. We represent and warrant that in relation to the Tender that our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;
2. Our bid was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other tenderer or competitor) regarding:
  - i) prices;
  - ii) methods, factors or formulas used to calculate prices;
  - iii) an intention or decision to submit, or not submit, a bid;
  - iv) an intention or decision to withdraw a bid;
  - v) the submission of a bid that does not conform with the requirements of the tender;
  - vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
  - vii) the terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.
3. I / we also certify that I / we have not and I / we undertake that I / we will not before the award of any contract:
  - (a) communicate to any person other than Todmorden Town Council ("the Council") as recipient of this tender the amount or approximate amount of the tender or proposed tender, in accordance with any agreement so to communicate except where the disclosure, in confidence, or the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
  - (b) enter into any agreement or arrangement with any other person other than the Council as recipient of this tender that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
  - (c) pay, give or offer to pay or give any sum of money or other 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 tender or proposed tender for the work, any act or thing of the sort described in paragraphs (a) or (b) above.
4. I / we further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing materials or services connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of

compliance with the above principles by all parties.

5. In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the work” means the work in relation to which this tender is made.

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Date:</b>	

Signed in the presence of:

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Address:</b>	
<b>Date:</b>	

## Anti-canvassing Certificate

### Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden

I / We hereby certify that I / We have not canvassed or solicited any member, officer or agent of Todmorden Town Council ("the Council") in connection with the award of this tender or any other tender or proposed tender for the Contract, and that no person employed by me / us or acting on your behalf has done any such act.

I / We further hereby undertake that I / We will not in the future canvass or solicit any member, officer or agent of the Council in connection with the award of this tender or any other tender or proposed tender for the Contract, and that no person employed by me / us or acting on my / our behalf will do any such act.

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Date:</b>	

Signed in the presence of:

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Address:</b>	
<b>Date:</b>	

## Freedom of Information Disclosure Statement

### Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden

Todmorden Town Council (“the Council”) undertakes to hold confidential any commercially sensitive information provided by the tenderer subject to:

- (a) disclosure of information specified above as liable for release to the public; and
- (b) the Council’s obligations under law including the Freedom of Information Act 2000 and the Environmental Information Regulations.

Please state below any information that the tenderer specifically does not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the Contract etc.

Tenderers should note that the Council may still need to disclose such information if necessary to comply with its obligations. This may include the disclosure of unsuccessful tenderers.

The Council will endeavour to consult with the tenderer about commercially sensitive information before making a decision regarding disclosure.

I / we agree that information relating to this tender or Contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

Commercially sensitive information	Period of sensitivity

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Date:</b>	

## **Statement relating to good standing – grounds for mandatory exclusion and criteria for rejection of candidates in accordance with Regulation 57 of the Public Contracts Regulations 2015**

### **Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden**

I/ We confirm that, to the best of our knowledge are not in breach of the provisions of regulation 57 of the Public Contracts Regulations 2015 and in particular that:

#### **Grounds for mandatory exclusions**

I/We (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

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;

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;

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

Fraud, 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:

- a. The common law offence of cheating the Revenue;
- b. The common law offence of conspiracy to defraud;
- c. 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;
- d. 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;
- e. 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;

- f. An offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- g. 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
- h. Fraud within the meaning of section 2,3 or 4 f the Fraud Act 2006; or
- i. 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; or

Any other offence listed in regulation 57 of the Public Contracts Regulations 2015.

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Date:</b>	

## **Discretionary grounds for rejection**

### **Contract for the Appointment to provide Architectural Services to Todmorden Town Council for the refurbishment and extension of the Bowling Pavilion situated in Centre Vale Park, Todmorden**

I/We(or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is now established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

<b>Signed:</b>	
<b>Name of person signing:</b>	
<b>Position:</b>	
<b>For an on behalf of:</b>	
<b>Date:</b>	