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Tender for Emergency Accommodation

**3 Year Contract with possible 1 Year Extension**

**starting 3rd June 2024**

**Procurement Team**

**Fenland District Council**

**County Road**

**March**

**Cambs**

**PE15 8NQ**

**All bids via Electronic Submissions only to Proactis**

**Closing date for submission of tender Not later than 12 noon on Friday 5th April 2024**

**1.0 Timetable**

**The following table outlines the deadlines for the stages of the tendering process. These dates are indicative, and the Council reserves the right to change any dates at its discretion.**

Table 1. Timetable for tenderers

| **Stage** | **Date(s)/time** |
| --- | --- |
| Advertisement of tender | Wednesday 28th February 2024 |
| Electronic Tender documents available to view via Proactis Portal | Wednesday 28th February 2024 |
| Final time and date for Electronic Question and Answer submissions | Thursday 21st March 2024 |
| Final time and date for full electronic tender bids | 12 noon Friday 5th April 2024 |
| Evaluation and scoring of tenders. | Week Commencing Monday 8th April 2024 |
| Notification of result and 10-day standstill period | Starts Wednesday 24th April 2024  Ends Tuesday 7th May 2024 |
| Expected date of award of Contract subject to council governance procedures | To be confirmed |
| Contract commencement | Monday 3rd June |

# INTRODUCTION

The council has a duty to provide emergency accommodation to clients who are homeless in response to our statutory function. We are looking for a range of providers who offer accommodation in and around Fenland to assist with meeting our needs.

The requirement is for providing Emergency Accommodation to a minimum specification as detailed. Suppliers must undertake to manage the premises on behalf of the Council.

The Council is looking to explore a range of options for the provision of temporary accommodation whereby The Council can access the accommodation at short notice (often on the same day) on a spot purchase basis. The service is open to considering additional forms of emergency accommodation such as Hotel/Bed and Breakfast with a reception that can be available 24 hours a day for booking in new residents and where practical self-contained flats or houses on a night-by-night basis.

We are not looking for rooms within houses i.e. HMO (Houses of Multiple Occupancy,).

Fenland District Council area accommodation will be the default requirement first to meet providing local accommodation under the homelessness legislation. Where accommodation cannot be found/provided locally within the Fenland District Council boundary we will then seek other suppliers from the following council boundary areas.

Kings Lynn and West Norfolk Council, Huntingdonshire District Council, Peterborough City Council, East Cambs District Council and South Holland District Council.

Properties must be free from category one hazards in accordance with the Housing, Health and Safety Rating System (HHSR) under s. 2 of the Housing Act 2004. The document can be found at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/15810/1](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/15810/142631.pdf) [42631.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/15810/142631.pdf)

##### Scope of Contract

The Council has a requirement for the provision of Emergency Accommodation including Management Services. The Council wishes to invite interested parties (“Tenderers”) to participate in a tender exercise to establish a multiple supplier Framework Agreement for the reliable supply of these services (“the Invitation to Tender”). The Council requires a number of service providers with the capacity to provide the Emergency Accommodation as set out in **Section 6. Requirement & Specification.**

The service will be used by the Council’s Housing Options team for people who present themselves as homeless until they can be found alternative accommodation.

The total value excluding VAT for the entire duration of the Framework Agreement (three years) is estimated to be in the region of £2.5 million - £3 million. This value is based on historical spend data and is intended to be used as a guide only and is not a guarantee of the level of business that will be generated from the Framework Agreement.

Contract period is three years with an option to extend for a further one year subject to the funding being available and satisfactory performance.

Prices will remain fixed for the first 24 months of the contract. A price increase/decrease in accordance with the Consumer Price Index average increase / decrease for the final 12 months will be applied and then remain fixed for a further 12 months. A further CPI average increase/decrease will then be applied for the final year of the extension period if taken up.

**When a room is needed the best priced provider for that type of room per hotel/establishment will be approached first to enquire if they have capacity within the Fenland area. If not, then the next provider on the list will be approached until a provider is found who has capacity again in the Fenland area. Only when there are no available rooms in Fenland will we look at other council areas.**

# PROCUREMENT PROCESS

##### Overview

Fenland District Council is issuing this invitation to tender to appoint a suitably qualified contractor/contractors to deliver the requirement and outcomes described in this document.

All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria set out below.

Fenland District Council area accommodation will be the default requirement first to meet providing local accommodation under the homelessness legislation. Where accommodation cannot be found/provided locally within the Fenland District Council boundary we will then seek other suppliers from the following council boundary areas.

Kings Lynn and West Norfolk Council, Huntingdonshire District Council, Peterborough City Council, East Cambs District Council and South Holland District Council.

The framework will be awarded to the tenderers who pass all the pass/fail criteria’s and pass an inspection of their premises. The best price by room type and establishment will then be ranked following the evaluation of all tenders (in accordance with the scheme described in section 3, (Evaluation of Tenders). The use of accommodation from districts outside of Fenland will be based on the best interests of the homeless person on a case-by-case basis but in all respects the best priced provider and availability from the relevant list for that particular district area.

Your offer should be made per establishment. So, if you have more than one location you need to provide a full pricing schedule based on that establishment/property and its location. For example, if you have two hotels or two separate properties complete a tender return for each as the framework will be allocated by hotel, property, individual establishment and council area.

# EVALUATION OF TENDERS

##### Overview

All completed tenders received will be evaluated by officers of the Council (as appropriate).

To be transparent, and in order that tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any tenderer not understand any element, they should in the first instance contact the Council using the Proactis Supplier Portal.

There are minimum requirements the Council will require Bidders to meet or exceed at the suitability stage, and these are 'pass/fail'. The first suitability stage will be via the government's standard qualifying questionnaire which will be a pass/fail document. This document includes amongst other requirements insurance and financial assessment.

Any Tender submission which does not pass these minimum requirements will be rejected and not evaluated any further. The Tender submissions that pass the minimum requirements will then be evaluated against the award criteria below. This includes further pass/fail criteria and premises inspections.

The following price and quality evaluation will be used to determine the most economically advantageous tender:

* Price 100%
* Quality **Pass/Fail and Premises Inspection**.

The methodology for evaluating tender submissions against these criteria is as follows:

##### Price 100%

Price accounts for 100% of the total tender score.

The most competitively priced establishment per room per council area will be awarded the full 100% award; this should be a fixed price for the required period as explained in the scope of contract.

All other prices will be scored on a pro-rata basis in comparison. The following calculation will be used: Price Score = (lowest price bid / individual price bid) x 100. Then Ranked in best price order per room type, establishment and council area.

The below example illustrates how this methodology will work in principle:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tenderer** | **Room**  **Price** | **Formula**  = Lowest Price / Tenderers Price x Price Score | **Price Score** | **Ranking** |
| A | £100 | = £100 / £100 x 100 | 100 | 1 |
| B | £125 | = £100 / £125 x 100 | 80 | 2 |
| C | £200 | = £100 / £200 x 80 | 50 | 3 |

##### Quality. Pass/Fail Per Establishment.

##### The following pass/fail criteria must be met to allow your inclusion on the framework.

##### Completion of Government Standard Selection Questionnaire.

##### Meeting the councils’ minimum requirements, see section 6. Requirement (including specification).

##### Passing the Safety and Premises Inspection.

##### Answers and proof where required of any additional requirement requests.

##### Award of Contract

Upon conclusion of the evaluation, tenderers with the best price score who have passed the suitability pass/fail stages will be offered a place on the framework by room type and establishment.

The tenderers establishments to be offered a place on the framework will be advised accordingly via the Proactis Supplier Portal. Such award offered pursuant to this Invitation to Tender, based on the evaluation criteria described above.

Tenderers whom it is proposed will not be offered the contract will be advised of this via the Proactis Supplier Portal and will be entitled to receive feedback on relative merits and characteristics of their tender submission compared with that of the accepted tender.

The Council does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal contract will be entered into between the Council and the successful tenderer. The terms and conditions governing the contract will be those issued by the Council as part of this Tender document. Unless and until a formal contract is prepared and executed, the tenderer’s tender submission, together with the Council’s acceptance thereof, shall constitute a binding contract between the parties.

# INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER

To enable evaluating officers to fully assess the tenderer’s suitability, all the information requested in this invitation to tender must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your tender being rejected.

* Please provide answers to all questions asked.
* Questions must be answered in English.
* Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP.
* If the question does not apply to you, please enter N/A; if you don’t know the answer, please enter N/K.

##### Clarification Questions

All enquiries relating to the completion of this Tender should be submitted as a correspondence on the Proactis Supplier Portal no later than 17:00 hours on Thursday 21st March 2024. The Council is under no obligation to respond to clarification enquiries received after this date.

All enquiries received and responses provided may be circulated to all Tenderers. If a Tenderer believes an enquiry relates to a confidential aspect of their submission, it must mark the enquiry as “confidential”. If the Council agrees that the enquiry should be answered confidentially, the Council will send a response only to the Tenderer that submitted the enquiry.

##### Submission of Tender

Completed Tenders should be submitted using the Fenland District Council Proactis Supplier Portal by no later than 12:00 hours on Friday 5th April 2024. Please note that an offer made in any format other than submission through the Fenland District Council Proactis Supplier Portal will be rejected.

All documents that require signatures must be correctly signed and scanned in before being uploaded.

Please allow sufficient time for submissions to be made before the closing time and date of the tender. It is the tenderers responsibility to ensure that it uploads and submits the completed tender, mandatory and relevant attachments.

Additional documents, including promotional material should not be submitted unless specifically requested.

Please note the Proactis Supplier Portal will lock down once the closing date and time has finished and you will not be able to submit any part of your Tender response thereafter.

The time remaining for tender submissions will be displayed on Proactis Supplier portal and you will receive automatic email notifications prior to the closing date. If tenderers have problems in using the Proactis Supplier Portal, they should contact their helpdesk.

Only the information contained within this invitation to tender, or otherwise communicated in writing by the Council to the tenderer should be considered when submitting your tender.

Any information and/or documents submitted on or with this tender must relate to the tenderer only – the

tenderer being the organisation which it is proposed will enter into a formal contract should their tender be

successful. (All responses and submissions provided by the tenderer will form part of that contract). The

Council may seek further clarification from the tenderer following submission of completed forms where required.

**CONDITIONS OF TENDER**.

In submitting a response to this Invitation to Tender, tenderers do so in accordance with the conditions set out below. In the event of any breach of the conditions the Council shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

The terms and conditions entered into with the successful contractor will be those issued by the Council as part of this Tender document.

##### Warnings and disclaimers

* + Tenderers should consider only the information contained within this invitation to tender, or otherwise communicated in writing to tenderers, when preparing their tender.
  + Information supplied by the Council (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Council cannot accept responsibility for any inaccurate information obtained by tenderers.

##### Tenderer conduct and conflicts of interest.

* + Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.
  + The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
  + Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.
  + Tenderers must not, in connection with the proposed contract:
    - offer any inducement, fee or reward to any member or officer of Fenland District Council.
    - do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
    - canvass any of the persons referred to above in connection with the contract; or contact any member or officer of Fenland District Council or any person acting as an advisor to Fenland District Council (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the contract) about any aspect of the proposed contract or for soliciting information in connection therewith.
  + Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisors and the Council and its advisors. Any tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Council.

##### Tenderer’s responsibility to submit a complete tender.

* + It is the tenderer’s responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Council are not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Council may offer a tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Council this does not adversely affect the integrity and fairness of the tender exercise.
  + Unless withdrawn in writing, tenders shall remain open for acceptance for 120 days from the return date.

##### Bid costs.

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

##### Fenland District Council’s rights

Fenland District Council reserves the right to

* + Seek additional information or clarification from tenderers at any time during the tender process.
  + Disqualify any tenderer that does not submit a compliant tender, in accordance with the instructions given in this invitation to tender.
  + Disqualify any tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
  + Withdraw this invitation to tender at any time, and to re-invite tenders on the same or any alternative basis.
  + Choose not to award any contract as a result of the procurement process.
  + Make whatever changes it sees fit to the timetable, structure or content of the procurement process.
  + Retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

##### Confidentiality and Freedom of Information Act

* + This invitation to tender is made available on condition that its contents (including the fact that the tenderer has received this invitation to tender) is kept confidential by the tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the tenderer to submit a tender.
  + As a public body, Fenland District Council is subject to the provisions of the Freedom of Information Act 2000 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
  + The Council shall treat all tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
  + While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the form provided in the Tender Submission Document (i.e. the Freedom of Information Exclusion Schedule).
  + Tenderers should be aware that, in compliance with its transparency obligations, the Council may publish details of its contract(s), including the contract values and the identities of its suppliers on its website.
  + More information is available on [www.ico.org.uk](http://www.ico.org.uk/)

##### Publicity

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

# TERMS AND CONDITIONS

By submitting a bid, tenderers are agreeing to be bound by the terms and conditions without further negotiation or amendment and must sign the Tendering Declaration accordingly.

Should a qualification of offer be made to change the terms and conditions by any tenderer, then grounds will exist to exclude bids from further consideration.

## REQUIREMENT (including Specification)

This section provides tenderers with as much detail as possible regarding the requirements and will help tenderers to compile their tender submission and provides a specification for the services.

### General Specification

The council is seeking accommodation of various sizes in hotel type establishments or night by night basis self-contained accommodation preferably within Fenland District Council area or within neighboring districts. Fenland District Council area accommodation will be the default requirement first to meet providing local accommodation under the homelessness legislation. Where accommodation cannot be found/provided locally within the Fenland District Council boundary we will then seek other suppliers from the following council boundary areas.

#### The rooms will be provided on a room only basis and meals and all other expenses such as telephone usage etc. will be the responsibility of the occupier.

#### The accommodation will be of a clean and well maintained standard and comply with Health & Safety legislation as contained in the questionnaire below:

#### Where applicable reception facilities are to be provided and a member of staff should be on call at all times outside of normal reception opening times.

#### Check in facilities will also need be available out of hours in case of emergencies.

#### Accommodation will be nightly charged.

### Furniture Specification PASS/FAIL

#### Rooms required include Single, Double & Family rooms for emergency accommodation. Rooms must have either their own or shared bathroom facilities.

#### A Single room should have the following: Single bed, storage unit and cot if required included in the rate.

#### A Double room should have the following: double or twin beds with storage unit and cot if required included in the rate.

#### A Family room should have the following double or twin beds and 1 or 2 single beds and/or cots if required included in the rate.

#### Where we are offered self-contained properties, the room requirement set out above can apply to each dedicated bedroom within the property but will be allocated to a single family and not operated as an HMO.

#### Any wheelchair accessible room (ground floor or accessed via a lift) should have wider doorways and space to allow access around the room for a wheelchair and a level access shower.

#### The service is looking to secure a number of rooms/properties that are pet friendly or flexibility that would allow short term use of accommodation for a family with pets. The service understands that this usage may attract a small premium to cover additional cleaning or insurance requirements.

**Compliance, Health and Safety, Certification of Premises Specification PASS/FAIL**

A self-certified questionnaire will be required to be completed and inspected prior to engaging with our clients.

Properties must be free from category one hazards in accordance with the Housing, Health and Safety Rating System (HHSR) under s. 2 of the Housing Act 2004. The document can be found at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/15810/1](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/15810/142631.pdf)

**HOTEL/BED AND BREAKFAST ESTABLISHMENT**

**PREMISES INSPECTION CHECK LIST**

**Council reserves the right to reject or suspend any contractor not meeting inspection requirements.**

|  |  |  |
| --- | --- | --- |
| ITEM  NO. |  | COMMENTS |
| 1. | Do you serve food in your premises? | Yes/No |
| 2. | If yes, are you registered as a food business with your local authority?  (please note only domestic type of premises where bed & breakfast accommodation is provided with not more than 3 bedrooms are exempt from registering) | Yes/No |
| 3. | If yes, have there been any significant changes to the way you operate since your business was registered?  (such as changes in the food activities and changes to the details previously supplied e.g. a change of trading name or a change of food business operator)    If yes, have you informed your local authority of these changes? | Yes/No            Yes/No |
| 4. | If you are registered as a food business, do you know your food hygiene rating score? | Yes/No |
| 5. | If yes, when was your last inspection and what was the outcome? |  |
| 6. | Have you been served any warning letters or food notices? | Yes/No |
| 7 | If yes, what was the outcome? |  |
| 8. | If you serve food, do you have a fully completed Safer Food Better Business Pack (or equivalent, such as Food Safety Management System)? | Yes/No |
| 9 | Does the business have a risk assessment as required under the Management of Health and Safety at Work Regulations 1999.  Note: This must be in written form if there are **more than five employees** | Yes/No  If yes, please provide a copy |
| 10. | Do you have a current 5 year ‘satisfactory’ Electrical Installation Conditioning Report (EICR)? | Yes/No  If yes, please provide a copy |
| 11. | Do you have an update to date fire risk assessment (undertaken by a suitably qualified professional?) | Yes/No  If yes, please provide a copy |
| 12. | Are fire fighting appliances, emergency lighting, fire doors, fire alarm and detection systems appropriately maintained and tested at correct intervals? (Document in fire logbook) | Yes/No |
| 13. | Are regular checks of fire escape routes undertaken to ensure that there are no obstructions? | Yes/No |
| 14. | Do you have an update to date legionella risk assessment, and are infrequently used outlets flushed at least weekly? | Yes/No  If yes, please provide a copy |

**ADDITIONAL REQUIRMENTS. Please answer the following where required via a written response and using the same headings to identify your response.**

**Safeguarding**

The provision of a safeguarding policy or procedure – to be able to demonstrate that your staff know how to raise a concern with Cambridgeshire County Council or relevant authority for providers in other locations.

**PASS/FAIL**

**DBS checks**

You should be able to demonstrate that your staff have had DBS Checks or will be in place should you be awarded a place on the framework. **PASS/FAIL**

**Drugs, Alcohol issues**

Are you willing to take clients with known drug and or alcohol issues?

Are there any client groups you are unwilling to provide for?

**Damages to your property**

What is your policy on damage to your property?

**Anti-Social, Noise/Nuisances**

What is your policy on clients causing anti-social behavior/nuisance?

**Pets**

Are you able to accommodate clients with pets, e.g. dogs?

**Illness/Hospital/emergencies**

Are you able to accommodate clients in an emergency situation e.g. leaving hospital out of hours?

**Visiting clients**

Can clients have visits/friends etc.?

**Disabilities, Disabled facilities**

Does your accommodation offer disabled access accommodation e.g. ground floor level rooms, wheelchair accessible facilities, level access shower?

**Self-Contained Rooms, Kitchens**

Do you offer self-contained rooms with an integrated kitchen?

**Covid**

What procedures do you have in place to manage Covid within your accommodation?

**Local facilities**

Accommodation will ideally be located within a reasonable distance to public transport as well as shops, schools, places of worship, medical facilities and other amenities such as GP surgeries. Please give the postcode of your location/locations.

**Cooking, Kitchen requirements**

Does your accommodation comprise of cooking and kitchen facilities available for guests to use?

**Facilities.**

# What facilities does your hotel accommodation provide?

# Rooms.

# How many rooms and what sizes and types do you offer?

# Staffing.

# How many staff at any one time are on duty? What is the room to staff ratio?

# Is there are 24 hour / 7 day a week staffed reception?

# Any specific qualification or experience that your staff possess to assist our clients?

# Billing.

# How does you’re booking and billing system operate? We require invoicing and would provide a 30-day payment term.

# 24/7 Bookings.

# Does your accommodation enable 24/7 referrals/bookings? If yes, please give details how you would operate or if no, please give details of the referral/booking periods you accept and the operating process.

|  |  |  |
| --- | --- | --- |
| PRICING SCHEDULE:[insert establishment name][insert council area] | Price£ | Number ofRooms |
| Price 1: Single Room |  |  |
| Price 2: Double Room |  |  |
| Price 3: Self Contained Room with Kitchens |  |  |
| Price 4: Family room |  |  |
| Price 5: Pet Friendly Room |  |  |
| Price 6: Disabled adapted room |  |  |
| Price 7: Self-contained accommodation |  |  |
| Price 8: Interconnecting rooms |  |  |
| Price 9: Other |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Please add additional pricing lines if your room type is not reflected above. |  |  |

**Tender Certificate**

CONTRACT: as agreed between the parties hereto

* + - 1. We,

(carrying on business) as

(whose registered office is) at

hereby offer to provide the Services described in the tender in accordance with the terms of the Tender at the rates which we have indicated in the Proposal constituting this Tender.

* + - 1. We agree that the insertions by us of any conditions qualifying this Tender or any unauthorised alteration to any of the tender documents shall not affect the Agreement and may cause the Tender to be rejected
      2. We agree that this Tender is submitted on the basis that the offer herein contained shall remain in force without variation for a period of three months from receipt of this Tender.
      3. If this Tender is accepted by the Council then we undertake to enter into a formal contract in the form of the Agreement prepared at the Council’s expense for the proper and complete fulfilment of the Services.
      4. We understand that the Council is not bound to accept the lowest or any tender they may receive nor to pay any expense incurred by us in connection with the preparation and submission of this Tender.
      5. We declare that we are not a party to a cartel involving or including any commercial or other arrangement between individuals and/or corporations which is intended to or organised so as to share or control marketing arrangements or prices.
      6. We declare that we have not offered to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person nor entered into any agreement or arrangement with any person that he/she shall refrain from quoting/tendering or as to the amount of any tender to be submitted.
      7. We declare that there is no conflict of interest in our submitting a tender which includes us or partner or group organisation working with the Council to develop the specification, contract documents or other preparatory work for the competition.
      8. Except for seeking clarification through the named Council contact (s), we declare that we have not discussed, canvassed or sought opinion on any part of this Tender with any officer or member of the Council, the Council’s agents, any other supplier or the media.
      9. We undertake not to disclose the amount of our Tender to any person or body before the date and time for the opening of the tenders except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium tenders required for the preparation of the tender.
      10. We agree that we have satisfied ourselves before submitting this Tender as to the correctness and sufficiency of the rates tendered.
      11. We understand that no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by suppliers of information provided by the Council or its Agents.
      12. We agree that unless and until a formal contract is prepared and executed, this Tender together with the Council’s written acceptance thereof shall form a binding contract in the terms of the Agreement (as defined in clause 1 of this Tender Certificate).

DATE

COMPANY\* (1) Signature:

Name:   
Position in Company:

For and on behalf of:

(Print Company's full name and registered number)

*NOTE:*

* + 1. *Where the bidder is a limited company the Tender must be signed on behalf of the company by an authorised officer whose designation must be stated and the address of the registered office of the company must be given.*
    2. *In the case of a partnership the names of all the partners must be given on a separate sheet and attached to this Tender Certificate and must be signed by one of the partners on behalf of the partnership.*

# *Where the bidder is a private firm the Tender must be signed with the firm's name.*