

Corporate Policy Economic Development and

Communications Economic Development

# Town Centre Reset Action Plan Commission

# September 2021 – Mar 2022

**Contract No. TCR/21/1**

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# GUIDANCE FOR SUBMITTING TENDER

**Have you completed/supplied?**

|  |  |
| --- | --- |
| Form of Tender |  |
|  |  |
| Collusive Tendering Certificate |  |
|  |  |
| Equality Act Declaration |  |
|  |  |
| Standard Selection Questionnaire |  |
|  |  |
| Bidders response to quality questions |  |

**All documents should be uploaded to the Kent Business Portal by the due/date time.**

**Do’s and Don’ts**

**Do’s**

* **Do** register on the Kent Business Portal Site, <https://www.kentbusinessportal.org.uk/> and express and interest in the opportunity you are interested in. You will then receive any amendments to the tender the council issues, and responses to any clarification received.
* **Do** provide requested information on time and in the required format.
* **Do** provide clear and concise contact details; telephone numbers, e-mails and fax details.
* **Do** thoroughly check your prices and data before final submission of pricing schedules or quotations.
* **Do** review your policies on a regular basis to ensure that they comply with current legislation.
* **Do** comply with the Instructions to Tender and any other regulations that apply to procurement. Failure to do so will lead to disqualification.
* **Do** make sure that you have not exceeded the number of pages/words you are asked to submit – and make sure that the responses to the questions are clearly numbered.
* **Do** make sure that when uploading your bids electronically to the Kent Business Portal you read the following guidance;
* *Keep file names simple and without punctuation or short capitalised words that could be interpreted as SQL* <https://www.w3schools.com/sql/sql_in.asp> Avoid works like IN, WHERE or FULL or punctuation such as > or ) in the filename
* *Do not use multiple tabs (should complete in one browser session)*
* *Be patient whilst larger files are uploaded even if the system seems a little unresponsive (as clicking upload again can cause issues)*
* *There is a list of accepted file types mas size 1GB* txt, rft, mpp, vsd, dwg, rar, msg, ics, html,gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers, pages
* For suppliers there is a dedicated supplier support team, if urgent they can call 0330 005 0352 or e-mail [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) **or**[suppliersupport@proactis.com](mailto:suppliersupport@proactis.com)

**Don’ts**

* **Don’t** send ‘glossy’ brochures or information that has not been requested, this makes any responses difficult to properly assess. Only send what has been requested and only send supplementary information if we have offered the opportunity to do so.
* **Don’t** send company accounts, reports, H&S Policies, etc. unless we specifically ask for them. If your bid is successful we may ask for confirmation of these details.
* **Don’t** seek to influence the tender process by requesting meetings unless invited or contacting the Council to support your tender. If your tender requires clarification you will be contacted.
* **Don’t** seek changes to the tender documentation after tenders have been submitted.
* **Don’t** leave submitting your tender to the last minute, just in case there are any technical difficulties with IT
* **Don’t** ignore the last date/time for clarification – no correspondence will be entered into after this date has passed. Other tenderers may have already submitted their bid

# FORM OF TENDER

Project: Town Centre Reset Action Plan Commission - September 2021 – March 2022

**Contract No. TCR/21/1**

We are willing to contract for and hereby undertake to carry out the works included in the Specification, prepared by or in collaboration with Lorna Ford, Head of Corporate Policy Economic Development and Communications Economic Development and her entire satisfaction.

Your bid is to remain valid for a period of 120 days from the date of tender submission.

1. **For the use of a Registered Company**

|  |  |
| --- | --- |
| \*For and on behalf of (COMPANY NAME) |  |
|  | |
| To be signed by duly authorised officers on behalf of the company |  |
|  | |
| Address of Registered Office |  |

1. **For the use of a Partnership or Sole Trader**

Names must be in full Christian and Surnames and in the case of a partnership, all members of the firm must sign.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: |  | | Signature: |  |
|  | | | | |
| Name: |  | | Signature: |  |
|  | | | | |
| Name: |  | | Signature: |  |
|  |  | |  |  |
| Trading as: |  | | | |
|  |  | | | |
| Address: |  | | | |
|  |  | | | |
| Date: |  |  | | |

**c) For the use of a Direct Services Organisation or other Organisation**

To be signed by duly authorised Officers on behalf of Direct Services Organisation or other Organisations

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | Signature: |  |
|  |  |  |  |
| Name: |  | Signature: |  |

Notes**:** (a) Ashford Borough Council do not bind themselves to accept the lowest or any tender.

(b) No tender will be considered where the tenderer in any way alters the conditions of tendering. Secretaries of Registered Companies are requested to insert the full name of the Company after the words "for and on behalf of" when signing the Form of Tender.

# COLLUSIVE TENDERING CERTIFICATE

TO: Ashford Borough Council

Civic Centre, Tannery Lane

Ashford, Kent TN23 1PL

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement of arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

(a) communicate to a person (outside this organisation) other than the person calling for those tenders the content of the proposed tender, except where the disclosure, in confidence, of 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 (outside this organisation) that they shall refrain from tendering or as to the amount of any tender to be submitted.

(c) offer or pay or give or agree to pay or give any sum of money 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 to the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any persons and body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | Name: |  |
|  | | | (in BLOCK capitals) |
| In the capacity of: |  | | |
|  | | | |
| duly authorised to give such certificate for and on behalf of | | | |
|  | | | |
| (in block capitals) |  | | |
|  |  | | |
| Telephone No: |  | | |
|  |  | | |
| Fax No: |  | | |
|  |  | | |
| Email: |  | | |
|  |  | | |
| Address: |  | | |

# THE EQUALITIES ACT 2010 FORM

In accordance with Section 18 of the Local Government Act 1988 this form duly completed and signed **MUST** be returned with your tender. Failure to return the form may result in your tender not being considered for acceptance.

|  |  |  |
| --- | --- | --- |
| **Question** | | **Answer** |
| 1. Is it your policy as an employer to comply with your statutory obligations under the Equality Act 2010 and, accordingly, your practice not to treat one group of people less favourably than others because of any protected characteristic in relation to:  - recruitment and selection  - promotion and transfers  - training and development opportunities  - pay and all other conditions of employment? | | YES/NO |
| 2. Is your equal opportunities/equality policy set out in:   1. instructions to those concerned with recruitment, training and promotion; 2. documents available to employees, recognized trade unions or other representative groups or employees; 3. recruitment advertisements or other literature; 4. appropriate training to staff and managers? | | YES/NO |
| 3. Do you make specific reference to removing barriers to equal access and opportunity and preventing discrimination or less favourable treatment on the grounds of gender reassignment or being transgender? | | YES/NO |
| 4. In the last three years, has your organisation been involved in any Employment Tribunal proceedings, including receiving an ET1 form, on grounds of alleged unlawful discrimination? | | YES/NO |
| 5. If the answer to question 5 is affirmative what was the finding and what steps, if any, did you take in consequence of that finding? | |  |
| Signed |  | |
| Name in BLOCK CAPITALS |  | |
| Designation |  | |
| Company Name |  | |
| Date |  | |

# CONDITIONS OF TENDER

5.1 Your Tender

5.1.1 The Tender Sum must provide for all costs associated with the description of works and for satisfying all other obligations as set out in the Tender, Standard Selection Questionnaire, Agreement.

5.1.2 The Total Tender must be exclusive of VAT, but in addition to the Total Tender, the Company shall be entitled to claim from the Employer the amount of VAT properly chargeable on the component parts and service provided by him in the performance of the Contract, if applicable.

* + 1. The tender is to be priced in accordance with current legislation and the Instructions to Tenderers.

5.1.4 The essence of selective tendering is that the Employer shall receive bona-fide competitive Tenders from all persons tendering. In recognition of this principle, the Tenderer is to complete and return with his Tender the Collusive Tendering Certificate. Failure to do this may result in the disqualification of his Tender.

5.1.5 The Tenderer (whether his Tender is accepted or not) shall treat all documents relating to this Tender as confidential and in the event of a Tender not being submitted, all the enclosed documents must be returned to the Employer. The documents must not be passed or shown to any other person without the Employer's written consent.

5.1.6 The Employer shall not be bound to accept the lowest or any Tender and reserves the right to accept a Tender in part only.

5.1.7 The Employer shall not be responsible for, nor pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender, or in respect of any cost associated therewith.

5.1.8 The Tender is to remain open for acceptance for 120 days from the date of submission of Tenders.

5.1.9 On submission of a Form of Tender duly completed and returned to the Employer in accordance with the provisions hereof a Tenderer will be deemed to have offered to carry out the services.

5.1.10 No Tender shall be deemed to have been accepted unless notified in writing.

5.1.11 The Tenderer shall in addition to the Form of Tender, fully price the any pricing document. Failure by the Tenderer to fully complete and return the Tender documentation may result in the Tender not being considered for acceptance.

* + 1. No alteration, deletion or insertion shall be made by the Tenderer to the text or prices of the Tender documents and if any are so made, Tenders may be rejected.

5.1.13 Where the Specification includes detailed schedules of work, the scheduled items are to be individually priced and the whole document returned with the Tender.

* + 1. The Tenderer must specify at the time of tendering any additional guarantees he is prepared to offer.
    2. The prices entered by the tenderer shall include for all cost including (but not restricted to) all labour, materials, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Work in accordance with this contract.
    3. The Form of Tender together with all documentation supplied by the Council to the submitting company must be duly completed and submitted to Ashford Borough Council via the Kent Business Portal <https://www.kentbusinessportal.org.uk/>
    4. If the Tenderer is a Local Authority the Form of Tender MUST be accompanied with a signed statement in respect of Work undertaken by the Local Authority/DSO for bodies pursuant to the Local Authorities (Goods and Services) Act 1970 and under Section 111 of the Local Government Act 1972. The Statement must contain a general description of all Works undertaken by the DSO identifying.

1. Whether such Work is undertaken for the DSO Authority of some other body and, if some other body, the name of that body and the value of the Works.
2. The Value of each aspect of Work.
3. The Percentage (by value) of all Work undertaken for bodies other than the DSO Authority in relation to the total value of the Work undertaken by the DSO.

**Failure to provide such a statement in a clear and readily understandable format may render the tender invalid.**

* 1. **The Contract**

5.2.1 The Conditions of Contract shall be Ashford Borough Council’s Terms and Conditions attached. In addition the following provision shall be deemed incorporated. Where an appropriate Agrèment, British Standard Specification or British Standard Code of Practice issued by the British Standard Institution or a recognised body of any member state of the EC is current at date of the tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard.

* 1. **Evaluation of Tenders**
     1. The Contracts will be awarded to the Contractor offering best value to the Council. The tenders submitted will be evaluated in accordance with the criteria shown Town Centre Reset Commission Brief - July 2021

# 6. PRELIMINARIES

**6.01 TENDER DOCUMENTS:**

Form of Tender

Collusive Tendering Certificate

Equalities Act Declaration

Conditions of Tender

Preliminaries

Town Centre Reset Commission Brief - July 2021

Standard Selection Questionnaire

Town Centre Reset Commission - Form of Agreement (draft)

**6.02 NAMES OF PARTIES:**

**EMPLOYER**

Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL

**CONTRACT ADMINISTRATOR**

Lorna Ford (or her duly appointed representative)

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL Tel. No. (01233) 331111

**PRINCIPAL DESIGNER**

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL (Contact: Hannah Clayton Peck) Tel. No. (01233) 421

* 1. **DEFINITIONS**

Contract means: Form of Tender, Collusive Tendering Certificate, Equalities Act Declaration, Conditions of Tender, Preliminaries, Town Centre Reset Commission Brief - July 2021, Standard Selection Questionnaire, Supplier’s Bid, Town Centre Reset Commission - Form of Agreement

Contractor/Supplier means: The person, whose tender is accepted by the Employer.

Total Tender means: The total sum, set forth in the Form of Tender annexed hereto.

* 1. **SITUATION OF SITES**

Within the borough of Ashford

**6.05 DESCRIPTION OF WORKS**

Town Centre Reset Commission

**6.06 PERIOD OF CONTRACT**

September 2021 to March 2022

**6.07 TENDER RATES**

Nothing contained in the Tender documents shall modify, affect or override the interpretation or application of any paragraph in the Specification.

The Tendered rates in the Supplier’s Bid shall be fixed for the duration of the Contract, and include for all expenses to properly execute and complete the works.

The Tendered rates should include for all costs including (but not restricted to) all labour, material, transport, plant tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the work. No claim for extra costs due to the tendered rates being inadequate will be allowed.

**6.08 VALUE ADDED TAX**

The sum or sums due to the Contractor under the Contract are exclusive of value added tax and the Employer shall pay to the Contractor any value added tax properly chargeable by the Commissioners of Customs and Excise.