1. **Procurement** **for the provision of**
2. **Reading Borough Council’s Town Centre Public Realm Strategy**

**Bidders Name: [insert]**

ITT – Homes England Development and Regeneration Technical Services Framework 2023-2027

Lot 2: Place-making, masterplanning and design services

*(Quality and Price)*

Date: February 2024 (revised)

Reading Borough Council

1. **SUMMARY OF KEY CONTRACT DETAILS**

|  |  |
| --- | --- |
| **ITEM** | **DETAILS** |
| 1. **Framework reference number**
 | 1. *Homes England Development and Regeneration Technical Services Framework 2023 to 2027*
 |
| 1. **Lot/Contract description**
 | *Homes England Development and Regeneration Technical Services Framework 2023 to 2027* |
| **Insurance level requirements** | Employer's (Compulsory) Liability Insurance = £10MPublic Liability Insurance = £10MProduct Liability Insurance = £5MProfessional Indemnity Insurance = £5M |
| **Duration of the Contract** | Until 12th April 2025 |
| **Total value of the Contract**  | £70,000 |
| **Deadline for Clarification Questions** **relating to tender response** | 9th February 2024 |
| **Deadline for the submission of Tender response** | 23rd February 2024 |
| **Evaluation Ratio for Price and Quality**  | The evaluation of this tender will be split:60% Quality40% Price |

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GLOSSARY

The following definitions apply to this Request for Tender:

|  |  |
| --- | --- |
| **Award Criteria** | the Quality Criteria and Pricing Criteria set out in this ITT which will be used to evaluate the Quality Responses and Pricing Responses  |
| **Bidder or Supplier** | the relevant economic operator (or group of economic operators) submitting a Tender. "Bidder" or "Supplier" is intended to cover any economic operator (as defined by the Regulations) and could be a registered company, limited liability partnership, special purpose vehicle or other form of legal entity |
| **Canvassed** | engagement of any member, Director, employee, representative or adviser of RBC in connection with the proposed award of the Contract by RBC by a Bidder otherwise than as defined in this ITT |
| **Contract (s)** | the draft Contract (s) to which this Procurement Process relates. |
| **Contract Notice** | the notice published in the Find a Tender and Contracts Finder  |
| **Evaluation** | the evaluation of the ITTs comprising the Selection Evaluation, the Quality Evaluation and the Pricing Evaluation |
| **Evaluation Criteria** | the Award Criteria |
| **Evaluators** | the panel carrying out the evaluation of the Tenders in accordance with the Evaluation Criteria |
| **Form of Tender** | the form in Schedule 6  |
| **Invitation to Tender** | this document includes all instructions to bidders and schedules to be completed.  |
| **Portal** | the electronic portal being used for this procurement: <https://procontract.due-north.com/> |
| **Pricing Criteria** | the evaluation criteria which will be used to evaluate the Pricing Responses |
| **Pricing Evaluation** | the evaluation of the Pricing Responses |
| **Pricing Response** | a Bidder's completed Pricing Schedule |
| **Pricing Schedule** | the pricing schedule in Schedule 4  |
| **Procurement Documents** | this ITT and any other documents published by RBC during and in connection with the Procurement Process |
| **Procurement Process** | the procedure being followed by RBC to award the Contract in accordance with Regulation 27 of the Regulations |
| **Procurement Timetable** | the indicative timetable set out in paragraph 4.2 of Section 2, Part A |
| **Quality Criteria** | the evaluation criteria which will be used to evaluate the Quality Responses, including the Scoring Methodology  |
| **Quality Evaluation** | the evaluation of the Quality Responses |
| **Quality Question(s)** | the quality question(s) set out in Schedule 3 |
| **Quality Response** | a Bidder's completed responses to the Quality Questions  |
| **RBC**  | Reading Borough Council, the contracting authority conducting the Procurement Process  |
| **Regulations** | the Public Contracts Regulations 2015 (as amended by The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020 (the Amendment Regulations). |
| **Scoring Methodology** | the scoring methodology set out in paragraph 2 of Part C which will be used to score the Quality Responses  |
| **Specification** | the specification in Schedule 1 |
| **Tender** | a Bidder's completed response to this ITT |
| **Tied Leading Bidders** | the highest scoring Bidders who have achieved the same total Tender percentage score |
| **Works** | the works referred to in this ITT and fully detailed in Chapter 3 (Scope) of the attached Specification (Schedule 1 Specification) |

PART A: TENDER GUIDANCE & INFORMATION

SECTION 1: Important Notices

1. General Notices
	1. This Further Competition is part of the *Homes England Development and Regeneration Technical Services Framework 2023 to 2027*. It will be carried out in line with the instructions provided by Homes England.
	2. This ITT is being made available on the condition that the information contained within it is used solely in connection with the Procurement Process to procure the production of the Town Centre Public Realm Strategy on behalf of RBC and for no other purpose.
	3. Neither RBC, nor its advisors accept any responsibility or liability in relation to the accuracy or completeness of this ITT or any other information or documentation provided or made available to Bidders, Key Organisations or Other Sub-contractors, their funders or advisors during the Procurement Process. These parties must therefore take their own steps to verify the accuracy of any information they consider relevant to the Procurement Process and are not entitled to rely on any statement or representation made by RBC or any of its advisors.
	4. Bidders should make their own investigations and enquiries and carry out their own independent assessment of the Contract and should seek their own professional, technical, financial and legal advice.
	5. Neither the issue of this ITT nor any of the information contained within it should be regarded as a commitment or representation on the part of RBC (or any other entity or person on its behalf) to enter into any contractual arrangement (express or implied) with any Bidder.
	6. RBC reserves the right to abandon, amend or vary the Procurement Process in part or in full at any point prior to the award of the Contract and with no liability on its part.
	7. Tenders must be completed in the English language, or a full English translation provided at no cost to RBC. All documentation and communication from Bidders to RBC must be in English.
	8. This Procurement Process and any subsequent contract awarded pursuant to it will be subject to English law and the jurisdiction of the courts of England and Wales.
	9. RBC does not undertake to accept the lowest or any Tender.
	10. Please note that there are four companies who are bidding for this work.
2. Confidentiality
	1. This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. This ITT may not be reproduced in whole or in part nor furnished to any persons other than the Bidder save for the purposes of:
		* taking legal advice in connection with submitting a Tender:
		* obtaining information from Key Organisations, Other Sub-contractors, advisors and funders where expressly required by this ITT or as otherwise necessary and relevant to the Bidder’s Tender; and/ or
		* obtaining input from any other parties that Bidders demonstrate will provide information relevant to their Tender, subject always to RBC’s prior written consent to such disclosure (which it can withhold in its absolute discretion) and provided that in each case, Bidders obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this section. Upon written request from RBC, Bidders shall promptly provide evidence to RBC that such undertakings have been obtained.
	2. If any Bidder is unable or unwilling to comply with paragraph 2.1 above, the Bidder is required to immediately destroy this ITT and any associated documents and must not retain any electronic or paper copies.
	3. Bidders and Key Organisations are required to return the Confidentiality Certificate contained at Schedule 10.
3. Canvassing
	1. RBC reserves the right to disqualify (without prejudice to any other civil remedies available to RBC and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT:
		1. offers any inducement, fee or reward to any employee of RBC or any person acting as an advisor to RBC in connection with the Procurement Process;
		2. does anything which would constitute a breach of the Bribery Act 2010;
		3. canvasses any of the persons referred to above in connection with the Procurement Process; and/ or
		4. except as expressly authorised by RBC and subject to the provisions of this ITT, contacts any employee or agent of RBC about any aspect of the Procurement Process including (without limitation) for the purposes of discussing the possible transfer of that employee to the employment of the Bidder in relation to the Procurement Process or for soliciting information in connection with the Procurement Process.
	2. Bidders and Key Organisations are required to return the Non-collusion and Non-canvassing Certificate contained in Schedule 7.
4. Collusion
	1. RBC reserves the right to disqualify (without prejudice to any other civil remedies available to RBC and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT:
		1. fixes or adjusts its Pricing Response by or in accordance with any agreement or arrangement with any other Bidder or consortium member of a Bidder (other than a member of its own consortium or supply chain);
		2. enters into any agreement or arrangement with any other Bidder or consortium member of a Bidder to the effect that he shall refrain from submitting a Tender or as to the amount of any Pricing Response to be submitting;
		3. causes or induces any person to enter such agreement as is mentioned immediately above or to inform the Bidder or consortium member of a Bidder of the amount or approximate amount of any rival Tender;
		4. 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 any act or omission relating to any other Tender or proposed Tender;
		5. communicates to any person other than RBC the amount or approximate amount of its Pricing Response (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).
	2. Bidders and Key Organisations are required to return the Non-collusion and Non-canvassing Certificate contained in Schedule 7.
5. Conflicts of Interest
	1. RBC actively seeks to avoid conflicts of interest and reserves the right to exclude Bidders from the Procurement Process where RBC perceives an actual or potential conflict of interest. The concept of conflict of interest includes a situation where a relevant staff member has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement Process.
	2. Where there is any indication that an actual, potential or perceivable conflict of interest exists or may arise then it is the responsibility of the Bidder to inform RBC of this as soon as it becomes aware, detailing the actual, potential or perceivable conflict of interest using the form in Schedule 8 and submitting the form via ProContract. In such circumstances, RBC shall at its absolute discretion decide on the appropriate course of action which may mean exclusion of the Bidder from the Procurement Process.
	3. Bidders and Key Organisations are also required to return the Conflict-of-Interest Declaration in Schedule 8 as part of their Tender.
	4. If RBC becomes aware of any conflict of interest that the Bidder has not declared to RBC, the Bidder may be excluded from the Procurement Process.
6. Use of Information
	1. RBC will only use the information obtained from Bidders during the Procurement Process for:
		1. The purposes of the Procurement Process itself (and all it entails);
		2. The purposes of the procured Contract in respect of the winning Bidder’s tender.
	2. Bidders and Key Organisations are also required to return the Freedom of Information & Transparency Certificate in Schedule 9 as part of their Tender.
7. Publicity
	1. No publicity by a Bidder or any related entities regarding this Procurement Process or the award of any contract in connection with the Procurement Process will be permitted unless and until RBC has given express written consent to the relevant communication. For example (and without limitation), no statements may be made to the media or other similar organisations regarding the nature of any Tender, its contents or any tenders relating to the Tender without the prior written consent of RBC.
8. Copyright
	1. Copyright in this ITT belongs to RBC. This ITT may not be reproduced, copied or stored in any medium without the prior written consent of RBC, other than strictly for use in preparing a Tender. Bidders are required to destroy this ITT at the conclusion of the Procurement Process.
9. Costs
	1. Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of ITT and participation in all stages of the Procurement Process.
	2. Under no circumstances will RBC or any of its advisors be liable for any costs, claims, losses or expenses incurred by any Bidder, its partners, advisors or any of its supply chain in relation to this Procurement Process. This is the case even where RBC abandons, amends or varies (wholly or in part) the Procurement Process for any reason up to the point of Contract Award.
10. Changes in Circumstance
	1. Each Bidder is required to inform RBC promptly and, in any case, no later than seven (7) calendar days after the occurrence of a change in the Bidder's circumstance. This includes but is not limited to:
		1. any change to its corporate structure from that set out in its Tender – this includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares and any material amendments to a shareholders' agreement, articles of association or similar constitutional document;
		2. any changes to any other information provided to RBC as part of the Tender; or
		3. any other changes to its circumstances, which may be expected to influence RBC's decision on its decision to award the Contract.
	2. RBC reserves the right to approve (including subject to conditions) or reject the changes referred to above. A rejection of the changes may result in the Bidder's exclusion from further participation in the Procurement Process.
	3. Bidders are advised to discuss any proposed changes to the Bidder's bid vehicle, joint venture or consortium with RBC before they are put into effect.

SECTION 2: Background & Overview

1. Reading Borough Council

1.1 Reading Borough Council is a Unitary Authority located in Berkshire serving a population of more than 160,000 people. Further information on the profile of Reading Borough can be found at:

[**https://www.reading.gov.uk/about-reading/borough-profile/**](https://www.reading.gov.uk/about-reading/borough-profile/)

1.2 The Council adopted a corporate plan for 2022 – 2025 ‘Investing in Reading’s Future’. The plan describes our key themes which our residents, businesses and partners have been consulted upon and has been developed to support change in Reading. There are three inter-connected *themes:*

*• Healthy environment*

*• Thriving communities*

*• Inclusive economy*

[**RBC CORPORATE PLAN 2022-25.pdf**](https://democracy.reading.gov.uk/documents/s21859/CorporatePlan-2022-25.pdf)

1. Scope of Project
	1. Tenders are invited for the supply of RBC’s Town Centre Public Realm Strategy, including:
* An audit of the existing public realm and pedestrian and cycle movement in the town centre;
* An overall pedestrian and cycle movement framework, including defining a typology of streets and spaces;
* Useable public realm guidelines for areas of the centre and/or types of street or space, to cover the following matters wherever relevant, and to guide both planning applications and investment decisions;
* More detailed public realm proposals for a number of particularly significant streets and spaces, including gateway or transition spaces, covering the matters set out in relation to C above wherever relevant;
* Recommended implementation measures and actions, to include maintenance; and
* Engagement with internal and external stakeholders at key stages of production, including on the audit of the existing public realm and on the draft strategy.
	1. RBC’s detailed requirements are defined in the Scope at Schedule 1.
1. Procurement Timetable
	1. RBC will follow the proposed indicative Procurement Timetable below which is provided by way of guidance only. RBC reserves the right to amend the Procurement Timetable at its absolute discretion at any time during the Procurement Process. Any changes to the dates will be communicated to Bidders via ProContract.

|  |  |
| --- | --- |
| PROCUREMENT EVENT | 1. **TIME AND DATE**
 |
| *Dispatch of Contract Notice*  | 1. 26th January 2024
 |
| *Site visits* | 1. N/A
 |
| *Deadline for Clarification Questions*  | 1. 9th February 2024
 |
| *Deadline for receipt of ITT* | 1. 23rd February 2024
 |
| *Evaluation of ITT, date completed by* | 1. 1st March 2024
 |
| *Internal Award authorisation date by*  | 1. 8th March 2024
 |
| *Intention to Award Letters to all Suppliers - Winning Bidder announced.* | 1. 15th March 2024
 |
| *Standstill Period* | 1. N/A
 |
| *Award Letter sent*  | 1. 15th March 2024
 |
| *Contract Signing process* | 1. 25th March 2024
 |
| *Anticipated Contract commencement* | 1. 26th March 2024
 |
| *Project Target Completion date*  | 26th September 2024 |

1. Contract Terms

f

* 1. The Supplier will enter into a contract for the supply of the Specification (Schedule 1) of this ITT. Suppliers should already be familiar with the framework level T&Cs as provided by Homes England.
	2. There can be **no negotiation** **of the Contract** T&Cs set out within the framework agreement. However, if the terms of the Contract render a Bidder's Tenders unworkable, the Bidder should submit a *Clarification Question in accordance with* *paragraph 4 of Section 3 (Part A)* and RBC will consider whether any amendment to the Contract is required or acceptable.
	3. All Bidders will be required to **confirm their unequivocal acceptance of the Contract in the Form of Tender**. Submitting a qualified, variant or caveated Tender or failing to provide unequivocal acceptance of the Contract may result in the Tender being determined by RBC to be non-compliant, the Tender not being evaluated at all (or any further) and the Tender being excluded from any further participation in the Procurement Process.
	4. Bidders and Key Organisations are also required to return their Form of Tender Declaration at Schedule 6 as part of their Tender.
1. Transfer of Undertakings (Protection of Employment) Regulations
	1. It is understood that there are not Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) implications arising from this Procurement Process. During the Procurement Process, Bidders are expected to make all appropriate enquiries and to make reasonable allowance within their Tender all relevant obligations arising in respect of TUPE.
	2. Bidders and Key Organisations are also required to return the TUPE Declaration at Schedule 11 as part of their Tender.

SECTION 3: Instructions

1. General instructions
	1. Bidders are required to carefully read these instructions and the rest of this ITT before completing and submitting their Tender. Failure to comply with any of the requirements or instructions for completion and submission of Tenders may result in the exclusion of a Tender. By participating in the Procurement Process, the Bidder confirms acceptance of these conditions of tendering.
	2. Should a Bidder notice any errors or omissions in the ITT, the Bidder is required to notify RBC as soon as possible via the Portal.
	3. Tenders must not be accompanied by statements that could be construed as rendering the Tender conditional or subject to qualifications.
	4. RBC reserves the right (but is not obliged) to ask Bidders clarification questions or to ask Bidders to provide additional information at any point during the Procurement Process. Bidders are required to respond to such requests promptly and within the timeframe stipulated by RBC. Failure to respond to RBC within the timeframe specified may lead to the Bidder's exclusion from the Procurement Process. Any request for clarification or additional information by the RBC is not an opportunity to discuss or negotiate elements of the Procurement Process, the Contract or the Bidder's Tender and so responses should be confined to the matters on which clarification or additional information has been sought by RBC.
2. Other Tenders
	1. Bidders are not permitted to submit any variant Tenders.
	2. Only one Tender can be permitted by each Bidder. In the event that more than one Tender is submitted by a Bidder, the application with the latest time of submission will be evaluated and any other(s) will be disregarded. This does not however prevent a Bidder from submitting a Tender on its own and then also submitting a separate Tender as part of a consortium or supply chain, provided it can address conflicts of interest to the satisfaction of RBC and in accordance with the instructions in this ITT.
3. Site Visits
	1. Site visits are not required before submitting a bid.
4. Clarification Questions
	1. During the Procurement Process, a Bidder may, if they have a query about any aspect of the Procurement Process or Procurement Documents and/ or require any further information or assistance, must only contact RBC via the Portal. Bidders should note that during the Procurement Process, neither they nor their advisors should contact RBC or any of its employees or advisors or any third parties connected to RBC other than via the Portal.
	2. It is the Bidder's responsibility to ask for clarification on any point that it does not understand or considers is unclear in the Procurement Process. The deadline for last receipt of Clarification Questions is set out in the Procurement Timetable which can be found in paragraph 3.1 of Section 2 Part A (above).
	3. If RBC considers any Clarification Question to be of material significance, both the Clarification Question and RBC's response will be communicated to all Bidders but details of the Bidder submitting the Clarification Question will not be disclosed.
	4. Where a Bidder considers that a Clarification Question or RBC's response to a Clarification Question will relate to commercially confidential information relevant only to the Bidder and that this information should not be circulated to the other Bidders, the Bidder must include in the Clarification Question notification via the Portal "*In Commercial Confidence – Not to be circulated to other Bidders*" and set out the reasons why this is considered to be the case.
	5. If RBC considers that in the interests of fair and open competition, it cannot respond to the Clarification Question on a confidential basis, it will notify the Bidder and treat the Clarification Question as withdrawn. It will then be for the Bidder to resubmit the Clarification Question without a confidential marking if the Bidder still requires a response. If RBC considers that the request for a confidential response is justified, it will provide a response to the Bidder but will not circulate the response to the other Bidders.
5. RBC's right to exclude Bidders
	1. Any Bidder acting in contravention of the provisions of this ITT may, in the absolute discretion of RBC, be excluded from the Procurement Process. This is without prejudice to any other civil or legal remedies available to RBC and without prejudice to any criminal liability which such conduct by a Bidder may attract.
	2. For the avoidance of doubt, exclusion of a Bidder will mean the rejection of its Tender and exclusion of the Bidder from any further participation in the Procurement Process. Under no circumstances will RBC or any of its advisors be liable for any costs or expenses incurred by the excluded Bidder and/ or any Key Organisations or Other Sub-contractors, as a result, directly or indirectly of such exclusion.
	3. RBC reserves the right to exclude a Bidder from the Procurement Process in circumstances where (but not limited to):
		* the Bidder's Tender is submitted after the Tender return deadline specified in the Procurement Timetable (or as varied and communicated to Bidders via the Portal);
		* the Bidder's Tender does not comply with the requirements and instructions in this ITT (or as otherwise communicated to Bidders via the Portal) or is otherwise completed incorrectly;
		* the Bidder and/ or any Key Organisation are guilty of material misrepresentation in relation to information provided by the Bidder in its Tender or in connection with its Tender;
		* the Bidder and/ or any Key Organisation contravene any of the provisions of this ITT or any other Procurement Documents.

1. Content of Tender
	1. Tenders must be submitted in accordance with the requirements and instructions set out in this ITT.
	2. Bidders must be explicit and comprehensive in all responses to questions in this ITT as this will be the single source of information on which responses are evaluated.
	3. Tenders (including any permitted accompanying documents) must be complete and self-contained. Bidders are not permitted to cross-refer to other responses contained within their Tender. Any cross-references will not be assessed by Evaluators. A full separate response should be given to each question.
	4. Bidders should not assume that RBC has any prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services or historical projects or procurements.
	5. Bidders are responsible for the accuracy of all information contained in their Tenders, including that relating to any Key Organisations or other Sub-contractors.
	6. Tenders must not include an executive summary or any general marketing, promotional and/ or company literature. Any such material will be disregarded and therefore not be evaluated.
	7. Where responses to questions set a word limit this must not be exceeded. Any attempt to exceed a word limit will not be evaluated.
	8. Where this ITT requires a signature to be provided by the Bidder, the signature must be provided by an authorised representative of the Bidder.
2. Submission of Tender
	1. You must submit your Tender by the deadline as set out in Section 2, item 3.1 Procurement Timetable.
	2. Your Tender must only be submitted via ProContract.
	3. Please do not submit your Tender via any other means. Failure to submit your Tender in accordance with the instructions in this Section 3 may result in your exclusion from the Procurement Process. Please therefore ensure that you leave plenty of time to submit your Tender.
	4. Bidders shall keep their respective tenders valid and open for acceptance by the Council until the expiry of 90 calendar days from the deadline for the receipt of the tender.
3. Documents to be included in your Tender
	1. Bidders must return the following documentation duly completed (and where required, signed) and combined into a single PDF, where possible, or with large Schedules submitted separately and clearly cross referenced within the ITT:

***Schedule 3*** *Quality response.*

***Schedule 4*** *Pricing response.*

***Schedule 6*** *Form of Tender (signed)*

***Schedule 7*** *Certificate of Non-canvassing and Non-Collusion (signed)*

***Schedule 8*** *Conflict of Interest Declaration (signed)*

***Schedule 9*** *Freedom of Information & Transparency Certificate**(signed)*

***Schedule 10*** *Confidentiality Certificate (signed)*

***Schedule 11*** *TUPE Certificate (signed)*

Failure to provide all the items listed in this paragraph may cause your Tender to be non-compliant and therefore excluded from the Procurement Process.

* 1. Please include copies of any other supporting diagrams, charts, tables etc specified in the Tender documents ensuring they are suitably cross referenced to the questions they support.
	2. With the pricing response, please ensure that you provide a lump sum fixed fee and resource plan based on Tendered fee rates.
	3. All response files must clearly state the organisation’s name and be correctly named and numbered, making clear any direct correlation to the related question. Any files which cannot be identified as related to a specific question will be disregarded and therefore not be evaluated.

SECTION 4: Outline Explanation of the Evaluation Processes

1. Quality & Price Evaluation
	1. The Quality Evaluation and the Pricing Evaluation will be used to determine the most suitable Tender.
	2. A Bidder's total percentage score for its Quality Response (out of 60%) will be added to the Bidder's total percentage score for its Pricing Response (out of 40%) in order to calculate a total Tender percentage score out of 100%. Bidders will then be ranked in numerical order in order to determine the winning Bidder.
	3. If two or more Bidders achieve identical total Tender percentage scores i.e. there are ***Tied Leading Bidders***, the Bidder who will be awarded the Contract will be the Bidder who has achieved the highest total percentage for its Pricing Response.
	4. If the Tied Leading Bidders achieved the same score for their Pricing Response, such that the winning Bidder cannot be identified, RBC reserves the right to determine the winning Bidder by reference to which Bidder attained the highest percentage score for Questions 1-6 of the Quality Evaluation.
	5. RBC reserves the right to revise this tied scoring process where it considers that it would be appropriate to do so.
	6. If RBC considers any part of a Bidder’s Pricing Tender response to be ***Abnormally Low*** RBC will ask the Bidder to explain the price proposed in its Tender. If following the assessment of the information provided by the Bidder RBC still considers that a Tender price is abnormally low, RBC reserves the right to exclude the Tender from any further evaluation and from the Procurement Process.
	7. Once the winning Bidder has been identified, RBC will send each Bidder an Intention to Award Notice communicating its decision to award the Contract. Please note that an Intent to Award letter to the winning Bidder will not amount to acceptance of the Bidder's Tender, nor will it constitute an offer to contract with the Bidder.
	8. RBC will allow the required ***Standstill Period*** (minimum 10 days) to elapse before (subject to there being no challenges) entering into the Contract with the winning Bidder.
	9. Please note that award of the Contract is also subject to internal sign off from RBC. The Contract will not be entered until all necessary internal approvals have been obtained.

PART B: QUALITY EVALUATION

1. Evaluation of Quality Reponses
	1. Evaluators will score each Quality Question using the Scoring Methodology in paragraph 2.1 below and record their justification/ commentary on their scoring sheet for each Tender.
	2. If the Evaluators have any clarification questions relating to any response, these will be notified to Bidders via the Portal with a set period for Bidders to respond. Failure by any Bidder to respond within the stipulated time period may lead to the Bidder's exclusion from the Procurement Process.
	3. Once clarification responses have been received by the Evaluators, Evaluators will complete their evaluator scoring reports and pass these to the moderator who will chair a consensus and moderation meeting with the panel of Evaluators.
	4. During the moderation meeting, the moderator will discuss the scores allocated by the Evaluators with a view to reaching an agreed score for each response.
	5. The final moderated score for each Quality Question will be multiplied by the relevant weighting multiplier (set out in the table in paragraph 3.1 of Section 4 (Part A) in order to calculate the percentage weighted score for each Quality Question. See example below:

Bidder ‘A’ achieves a score of 3 for Question 1 with a 10% score, the percentage weighted score would be calculated by dividing 3 by the total maximum score available of 4 for the question and multiplying by 100 (3/4\*100=75). A weighting multiplier of 0.1, would then be applied to give a weighted percentage for the question, which in this example would be 10% (=75\*0.1= 7.5%). Weighted percentages for each Quality Question will then be added together to determine the total percentage score for the Quality Response (out of the total % allocated for quality).

* 1. Please note that at each stage of the Evaluation, mathematical results will be rounded to two decimal places. For the purposes of rounding to two decimal places, if the number in the third decimal place is:
		+ 0-4 (inclusive), then the number in the second decimal place will remain unchanged;
		+ 5-9 (inclusive), then the number in the second decimal place will be rounded up to the next number.
1. Scoring Methodology

The Evaluators will evaluate each Quality Question using the Scoring Methodology, Table 1, below. ***Table 1.***

|  |  |  |
| --- | --- | --- |
| **Score** | **Score descriptor** | **Description** |
| 0 | Failure | Response does not meet any of the Requirements and/ or fails to provide any evidence or other forms of assurance that the tenders would be capable of delivering the Requirements. |
| 1 | Poor | Response fails to meet most of the Requirements and/ or fails to provide clear evidence or other forms of assurance that the tenders would be capable of delivering the Requirements. |
| 2 | Satisfactory | Response meets most of the Requirements and is mostly supported by clear evidence or other forms of assurance that the tenders would be capable of delivering the Requirements.  |
| 3 | Good | Response meets almost all of the Requirements and is almost always supported by clear evidence or other forms of assurance that the tenders would be capable of delivering the Requirements. |
| 4 | Excellent | Response meets all of the Requirements and is always supported by clear evidence or other forms of assurance that the tenders would be capable of delivering the Requirements.  |

* 1. Important notes:
	2. "Requirements" refer to both:

(i) the requirements explicitly set out in an individual **Quality Question** and

(ii) any **Specification requirements** which have been cross-referred to in an individual Quality Question.

* 1. Each question will be scored out of 4 and then weighted in accordance with the table provided in paragraph 3.1 of Section 4 (Part A).
	2. The Evaluators are only able to award the scores set out in the table i.e. 0, 1, 2, 3 and 4. No intervening marking is permitted i.e. an Evaluator cannot award a score of say, 1.5.
	3. If a response meets only part of the **'Description'** for a Quality Question it will be marked the lower score which it fully satisfies e.g. if a response "meets all of the Requirements" for a question but it is supported only "mostly" by clear evidence or other forms of assurance, then it will score a 3 and not a 4.

PART C: PRICING EVALAUATION

1. Instructions
	1. Bidders are required to complete the Pricing Schedule contained in Schedule 4, without amendment to the structure.
	2. Bidders must provide a figure in each of the boxes and must not make any of the items subject to any assumptions or qualifications. If any figures or rates are expressed to be subject to any assumptions (or any other factors) or if the Pricing Schedule is not fully completed, RBC reserves the right to exclude the Tender from the Procurement Process.
	3. If a box is left blank or a non-number entry is made e.g. a "-" then the Evaluators will for the purposes of the Pricing Evaluation treat that figure as a zero (0).
	4. All rates and prices must be exclusive of value added tax and must be quoted in GBP currency.
	5. Pricing Responses must be fully inclusive of all staff, labour, transport, materials, sub-contractors, facilities, licensing, reporting, auditing, over heads, profit, tax and all such provisions as are necessary for delivery of the Supplies in accordance with the Specification and the Contract.
2. Pricing Criteria
	1. The Bidder offering the lowest total price in its Pricing Response will score the maximum available for the Pricing Evaluation. A relative approach will then be taken for the other Bidders with the scores for each Bidder calculated relative to the lowest total price, as shown below.
	2. In order to calculate the percentage weighting achieved, the following calculation will take place:



1. Worked example

3.1 The following worked example assumes that the Pricing Response is worth 40% of the overall 100% for price and quality. All figures will be set at two decimal places.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Bidder A | Bidder B | Bidder C |
| Total price (£’000) | 3, 500,000 | 5,000,000 | 6,000,000 |
| Calculation | (3.5/3.5) x 100 | (3.5/5) x 100 | (3.5/6) x 100 |
| Score (%) | 100 | 70 | 58.33 |
| Multiplier for 40 % = 0.40  | x .40 | x .40 | x .40 |
| Total weighting (%) | 40% | 28% | 23.33% |

SCHEDULE 1: SPECIFICATION

**CONSULTANCY SPECIFICATION**

for

**Town Centre Public Realm Strategy**

**Date: 15/03/2023**



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Introduction

* 1. Reading Borough Council (RBC) requires a supplier to prepare a Town Centre Public Realm Strategy. The Strategy, covering Reading town centre and its environs, will set out a strategy for improving the town centre public realm. It will ultimately be adopted as a Supplementary Planning Document (SPD) to supplement relevant policies in the Local Plan when dealing with development proposals in the town centre, but will also set a framework for any works to the public realm, including the Council’s own works. The document should be a user-friendly strategy including detailed guidance that ensures all works to the town centre public realm form part of a comprehensive approach.

Background

Commissioning context

* 1. Reading town centre has seen considerable success over the last two decades, but now sees a number of challenges from changing lifestyles and work and shopping habits, as well as the need for economic recovery from the effects of the pandemic, Brexit and the cost of living crisis. The town centre needs to ensure that it remains as attractive as possible to a wide variety of users, and the quality of its public realm will be key in achieving this.
	2. The town centre of Reading has seen a very high level of development in recent years, and this is set to continue. The Reading Borough Local Plan (adopted 2019) anticipates that approximately 50% of development over the plan period to 2036 will take place in the town centre, generally using previously developed land and at high-density. This level of development generates challenges but also opportunities in terms of potential on-site or off-site improvements to the public realm that can be secured through development. However, many of the major sites are now somewhere in the Planning pipeline, and the opportunity to secure improvements through the development process will not be open indefinitely.
	3. The main Local Plan policy that relates to the town centre public realm is policy CR3. This expects new town centre developments to make a positive contribution towards the quality of the public realm of the central area. Equally, policies identifying important development sites often contain some parameters for the public realm. However, there is a clear need for much more specific guidance to ensure that all improvements are working to an agreed framework for where and how the public realm is to be improved.
	4. The need for a Town Centre Public Realm Strategy has therefore been identified. This Strategy would have SPD status, with the intention to upgrade to a Supplementary Plan when the changes in the Levelling-Up and Regeneration Bill come into force. As a SPD, it would form a useable document to secure co-ordinated improvements to the public realm within and as a result of new development in the centre, but it will also have importance in guiding any other public realm works not linked to development including works by the Council.
	5. There is a town centre definition in the Reading Borough Local Plan, but it will be important that the boundary is not seen as a hard-and-fast edge to the strategy, because gateways and transitions to other areas outside the centre will be particularly important. The Strategy will therefore need to consider the relationship to areas beyond the defined town centre boundary and will not necessarily be constrained by, nor need to cover all areas within, the existing definition.
	6. There are two Business Improvement Districts in the town centre – the Reading Central BID and the Abbey Quarter BID[[1]](#footnote-2). The Reading Central BID funds services and activities to improve the environment of the town's central district, whilst the Abbey Quarter BID aims to generate extra investment which will be used for initiatives and services to make Reading’s Abbey Quarter District safer, more attractive and connected, for its businesses and workers.
	7. The town centre contains all or part of four conservation areas, over 300 listed buildings, two scheduled monuments and one registered park. Parts of the town centre conservation areas fall within the ongoing High Street Heritage Action Zone project that is funding community, cultural and conservation work up to 2024, including public realm works[[2]](#footnote-3).
	8. There is no existing comprehensive public realm strategy for the centre. Instead, policies and guidance are set out in a variety of documents of different ages, drafted in different contexts, which do not adequately cover all important aspects. This commission therefore represents a vital opportunity to deal with the public realm of the centre in a comprehensive manner.

Data

* 1. The following documents are of importance and will be provided:
* Reading Borough Local Plan (2019);
* Reading Station Area Framework (2010);
* Minster Quarter Area Development Framework (2018);
* Reading Prison Framework (2015);
* Kenavon Drive Urban Design Concept Statement (2004);
* Reading City Centre Framework (2008);
* Town Centre Strategy (Draft, 2022);
* Reading Transport Strategy 2036 (Draft 2023);
* Local Cycling and Walking Infrastructure Plan;
* Rights of Way Improvement Plan;
* Culture and Heritage Strategy 2015-2030;
* Historic Area Assessment for the town centre (Draft, 2023);
* Open Spaces Strategy (2007);
* Tree Strategy (2021); and
* Reading Borough Council Capital Programme 2023/24.
	1. Access will also be provided to the following:
* Planning application records;
* Monitoring data regarding development and infrastructure contributions; and
* Spatial mapping information of significant designations or constraints in MapInfo Table or ESRI Shapefile format.

Scope

3.1 The key deliverables for this project are:

* 1. An audit of the existing public realm and pedestrian and cycle movement in the town centre;
	2. An overall pedestrian and cycle movement framework, including defining a typology of streets and spaces;
	3. Useable public realm guidelines for areas of the centre and/or types of street or space, to cover the following matters wherever relevant, and to guide both planning applications and investment decisions:
* Pedestrian and cycle movement enabling improving health and increasing physical activity;
* Including flexibility and adaptability within spaces;
* Incorporation of transport infrastructure such as cycle parking, bus shelters;
* Arrangements for servicing, deliveries and waste collection;
* Allowance for outdoor events and activities;
* Incorporation of play and child-friendly features;
* Inclusive access, including disability, dementia and neurodivergence;
* Materials;
* Public art and design;
* Wayfinding;
* Street furniture;
* Lighting;
* Green and blue infrastructure, such as trees, landscaping, water features, green walls;
* Mitigation of the impacts of climate change;
* Security features including marauding vehicle mitigation;
* Designing out rough sleeping;
* Access to public toilet facilities;
* Digital infrastructure, including display, WiFi connections;
* Use of temporary features, including use of hoardings and management of scaffolding; and
* Any other matters considered appropriate;
	1. More detailed public realm proposals for a number of particularly significant streets and spaces, including gateway or transition spaces, covering the matters set out in relation to C above wherever relevant; and
	2. Recommended implementation measures and actions, to include maintenance; and
	3. Engagement with internal and external stakeholders at key stages of production, including on the audit of the existing public realm and on the draft strategy.
	4. This is required to be delivered by 27th September 2024.
	5. The estimated budget is £70,000.
	6. The supplier must at all times keep in mind the Council’s own policies and priorities relevant to the project, such that the supplier highlights any recommendations which may contradict the Council’s strategic direction as soon as possible, in line with the process defined in the [Delivery](#_Delivery) section below.

Requirements

Essential requirements

* 1. The main tasks for the project are to provide the deliverables set out in paragraph 3.1.
	2. Milestones to be delivered by end of each period include:
* By 27th April 2024: Audit of existing public realm to inform stakeholder discussion
* By 27th June 2024: Draft of overall movement framework and typology to inform stakeholder discussion
* By 27th August 2024: Draft guidelines on areas, types and specific spaces to inform stakeholder discussion
* By 27th September 2024: Final report

Delivery

* 1. Work will primarily be delivered at the supplier’s premises other than where meetings, stakeholder events or site visits will be required.

Reporting requirements

* 1. The results of the assessment should be provided in a report format in accessible PDF form.
	2. Where important data has been produced to inform the strategy, this should be provided electronically in Microsoft Excel format.
	3. Any mapping information produced should be provided in MapInfo Table or ESRI Shapefile format.

Contract management

* 1. The following are the proposed Key Performance Indicators (KPIs) for this contract:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI Number | Description | Failure Threshold | Target |
| 1 | Agreed price | 10% variance over | Within agreed price |
| 2 | On time delivery of methodology | 2 week slippage from estimated deadline | By estimated deadline |
| 3 | On time delivery of needs assessment | 2 week slippage from estimated deadline | By estimated deadline |

* 1. Failure to achieve at or above target level will trigger a collaborative solutioning between the supplier and RBC through CM meetings and/or improvement plans being initiated. Failure to achieve above the ‘failure threshold’ will result in use of remedial measures as outlined within the contract being applied.
	2. We propose to hold at least three meetings at key milestones in the process which should be attended by the RBC project manager and key members of the supplier project team.

Change control

* 1. The supplier will be directly accountable for the delivery of the project. Regular status meetings or progress updates are to be issued to the RBC project manager against the plan, budget and key findings (as well as any escalation actions required).
	2. Change or adjustment to the project scope and timing may only occur with approval from the RBC project manager through a formal process; feasibility of the request will then be assessed by the RBC project manager, and escalated as required.

Project management team

6.1 The project will be managed from the Council’s perspective by a steering group of officers from across the relevant sections of the Council.

6.2 The principal contact and RBC project manager will be:

* REDACTED

6.3 An alternative contact is:

* REDACTED

6.4 The steering group consists of the following:

* REDACTED

SCHEDULE 2: NOT USED

SCHEDULE 3: QUALITY QUESTIONNAIRE

**[attached separately]**

SCHEDULE 4: PRICING DOCUMENT

**[attached separately]**

SCHEDULE 5: NOT USED

SCHEDULE 6: FORM OF TENDER

To: Reading Borough Council

Procurement for Reading Borough Council’s Public Realm Strategy

I/ We the undersigned, hereby tender and offer to provide the Supplies which are the subject of the Contract, which are more particularly referred to in the Invitation to Tender supplied to me/ us for the purpose of tendering for the award of the Contract.

My/ Our Tender (and the offer contained therein) shall remain open to be accepted by RBC for a period of 90 days from the date of this Form of Tender.

I/ We confirm that our Tender is fully compliant with the instructions contained in the ITT. We accept that my/ our Tender may form part of the Contract if my/ our Tender is successful.

I/ We confirm that I/ we accept and agree to the terms and conditions of the Contract (including the insurances required)as contained in the ITT without amendment, caveat or qualification and undertake that in the event of my/ our Tender being accepted to execute the same within 5 business days from the date on which I/we receive notification from RBC that the standstill period has been passed without challenge and RBC is ready to execute the Contract.

I/ We confirm that I/ we will provide the Supplies at the price provided in our Tender and that the price provided in my/ our Tender will not be subject to any increase otherwise than as determined in accordance with the Contract.

I/ We certify that the information provided to you and forming part of my/ our Tender is accurate to the best of my/ our knowledge in all respects and if any such information becomes untrue or misleading that I/ we shall notify you immediately and update such information as required. I/ We understand that false information and/or misrepresentation could result in my/ our exclusion from the Procurement Process.

I/ We confirm that all information gained in being involved in this Procurement Process shall remain in confidence and that no disclosure of any information shall be permitted except with the written express authority of the Assistant Director of Procurement of RBC.

I/ We understand that RBC reserves the right to accept or refuse this Tender even where it is the most economically advantageous tender.

I/ We confirm that we have agreement from all members of our bidding team however formed (e.g. including all Key Organisations and Other Sub-contractors) to sign this Form of Tender.

|  |  |
| --- | --- |
| **Signed** | Insert Signature |
| **Name** | Name of signatory |
| **In the capacity of (and authorised to sign this form)** | Job title |
| **Bidder** | Name of organisation |
| **Date** | Date |

SCHEDULE 7: CERTIFICATE OF NON-COLLUSION & NON-CANVASSING

To: Reading Borough

Procurement for Reading Borough Council’s Public Realm Strategy

**Statement of non-canvassing**

I/ We hereby certify that I/ we have not canvassed any member, Director, employee, representative or adviser of RBC in connection with the proposed award of the Contract by RBC, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/ We further hereby undertake that I/ we will not canvass any member, Director, employee, representative or adviser of RBC in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for any contract is that RBC shall receive *bona fide* competitive Tenders from all Bidders.

I/ We certify that this is a *bona fide* offer, intended to be competitive and that I/ we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor or consortium member identified in this offer).

I/ We also certify that I/ we have not done and undertake that I/ we will not do at any time any of the following acts:

communicate to a person or entity other than RBC, the amount or approximate amount of my /our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to this or any other offer or proposed offer, any act or omission.

I/ We agree that RBC may, in its consideration of the offer contained in the Tender and in any subsequent actions, rely upon the statements made in this certificate.

|  |  |
| --- | --- |
| **Signed** | Insert Signature |
| **Name** | Name of signatory |
| **In the capacity of (and authorised to sign this form)** | Job title |
| **Bidder** | Name of organisation |
| **Date** | Date |

1. Important note: this Certificate must be signed by each Bidder and Key Organisation

SCHEDULE 8: CONFLICT OF INTEREST DECLARATION

Reading Borough Council

Procurement for Reading Borough Council’s Public Realm Strategy

RBC has an obligation under the Public Contracts Regulations 2015 as amended to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of Procurement Process so as to avoid any distortion of competition and to ensure equal treatment of all Bidders.

The term "conflict of interest" refers to an actual, potential or perceivable conflict of interest which could arise from a situation including any direct or indirect involvement or relationship, be it personal, financial or economic that a Bidder may have with either RBC or any other relevant party that may compromise, or have the appearance of, or potential for, compromising the Bidder's professional judgement and integrity in the context of the Procurement Process.

The best way for Bidders to handle conflicts of interest is to avoid them entirely. Declaring any conflicts of interest (actual, potential or perceived, as defined above) will disclose the issue and allow the most appropriate course of action to be taken.

Bidders are expected to avoid placing themselves in a position where there might be an actual or potential conflict of interest. Bidders must also avoid the perception of a conflict of interest.

RBC requires Bidders to complete and submit the template declaration form provided:

at the outset of the Procurement Process with their Tender; and

at any point during the Procurement Process should a conflict of interest (as defined above) arise.

All disclosures will be assessed by RBC who will decide in its absolute discretion the most appropriate course of action. Where in RBC's opinion the disclosed conflict of interest cannot be resolved or mitigated so as to avoid distortion of competition and to ensure equal treatment of all Bidders, RBC may exclude the Bidder from participating any further in the Procurement process.

Bidders are referred to clause 5 of Section 1, Part A of the ITT which details the obligation on Bidders to inform RBC of a conflict of interest via the Portal. The Bidder must also complete this declaration and include it with its Tender.

**CONFLICT OF INTEREST DECLARATION**

To: Reading Borough Council

[Insert Bidder name]

1. Option 1

"We do not have any conflicts of interest that prevent our full and unprejudiced participation in this Procurement Process.

We also declare that we will inform RBC at the earliest opportunity, should our circumstances change in any way that effects this declaration."

1. Signature Date
2. Option 2

"We **do have** a conflict of interest(s) that may prevent our full and unprejudiced participation in this Procurement Process. The nature of this/ these conflict(s) of interest is/ are described below:

|  |  |
| --- | --- |
| 1. **Conflict of interest (actual, potential or perceivable)**
 | 1. **Further detail and proposed method of addressing the conflict of interest**
 |
|  |  |
|  |  |
|  |  |
|  |  |

We also declare that we will inform RBC via the Portal as soon as we become aware that our circumstances have changed in any way that effects this declaration."

1. Signature Date
2. Important note: this Certificate must be signed by each Bidder and Key Organisation

SCHEDULE 9: FREEDOM OF INFORMATION & TRANSPARENCY CERTIFICATE

Procurement for Reading Borough Council’s Public Realm Strategy

The Council is committed to transparency and meeting its legal responsibilities under the Freedom of Information Act 2000 (“The Act”), and all information submitted may need to be disclosed in response to a request.

Organisations are asked to consider if any of the information supplied in this tender should not be disclosed because of its sensitivity under the Act and, if this is the case, provide the information, identifying specific reasons for its sensitivity. The Council will endeavour to consult with organisations about sensitive information before making a decision on any Freedom of Information request received.

|  |
| --- |
| Please detail pages that are exempt from disclosure and include reasons: |
|  |

The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provision of the Act and the Council’s transparency commitments.

SCHEDULE 10: CONFIDENTIALITY CERTIFICATE

Procurement for Reading Borough Council’s Public Realm Strategy

Please sign this document to confirm that the organisation agrees to keep all matters relating to the tender confidential.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title:  |  |
| Signed: |  |
| Date: |  |

SCHEDULE 11: TUPE

Procurement for Reading Borough Council’s Public Realm Strategy

Transfer of Undertakings (Protection of Employment) Regulations (TUPE) 2006 (including all the amendments made to these Regulations since 2006 which are still in force) may apply to this contract. If you are awarded the contract, please sign to confirm your organisation will take responsibility for leading the TUPE process and is prepared to abide by these regulations if applicable.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title:  |  |
| Signed: |  |
| Date: |  |

1. [Business Improvement District - Business (visit-reading.com)](https://www.visit-reading.com/business/bid) [↑](#footnote-ref-2)
2. [Reading’s High Street Heritage Action Zone - Reading Borough Council](https://www.reading.gov.uk/planning-and-building-control/heritage-and-conservation/readings-high-street-heritage-action-zone/) [↑](#footnote-ref-3)