

# INVITATION TO TENDER

(Part A)

**INSURANCE VALUATIONS FOR ALL BUILDINGS UNDER GBC OWNERSHIP**

Reference Number: DN663995

Issue Date: 3rd April 2023

Closing Date and Time: 22nd May 2023

## CONTENTS

This document is in two parts:

### PART A

Part A is the Invitation to Tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document. Note: Part A does not need to be returned to the Council.

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### PART B

Part B is the Tender Submission Document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for completing and submitting a tender).

**APPENDICES (SUPPLIED SEPARATELY)**

Appendix 1 GBC Services Contract

Appendix 2 Property List

Appendix 3 Commercial Envelope / Rate Card

## GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document. For Tenderers’ convenience however, the following key terms, which are used throughout this document, are defined as follows:

|  |  |
| --- | --- |
| **Contract** | Means this specific contract let by the Council (Gosport Borough Council) |
| **The Council** | Means Gosport Borough Council (GBC). |
| **Goods** | Means the requirements of the Council (as appropriate) for the Goods from time to time as detailed in Section 2 of this document, Requirement. |
| **Invitation to Tender** | Means this document, inviting Tenderers to submit a Tender. |
| **Contractor(s)** | Means the Contractor appointed by the Council as a result of this Invitation to Tender. |
| **Services** | Means the requirements of the Council (as appropriate) for the Services from time to time as detailed in Section 2 of this document, Requirement. |
| **Social Value** | Means the wider financial and non-financial impacts of programmes, organisations and interventions, including the wellbeing of individuals and communities, social capital and the environment as outlined within The Public Service (Social Value) Act 2012. |
| **Tender** | Means the Tender submitted by the Contractor to the Council. |
| **Tender Submission Document** | Means the submission document that should be completed in full by Tenderers and returned in advance of the tender deadline, in accordance with the instructions given (see Section 5, Instructions for completing and submitting a tender). |
| **Tenderer** | Means an organisation that submits a completed Tender in response to this Invitation to Tender document. |
| **Terms and Conditions** | Means the terms on which the Contractor shall provide Services to the Council as set out in Gosport Borough Council Standard Services Terms and Conditions (low risk). |

## INTRODUCTION

This is an Invitation to Tender with information, instructions and guidance provided in Part A, for consideration of which the Tender Submission Document (Part B) should be completed and returned by all Contractors who wish to tender for the requirement described in the following pages.

### 1.1 OVERVIEW

For purposes of property/building insurance, Gosport Borough Council (GBC) requires valuations for all buildings under their ownership. The scope includes the Replacement or Re-instatement value for each property as further defined in the scope of works and specification.

Any Contract awarded as a result of this procurement process will use the Council’s Service Terms and Conditions, which Contractors must familiarise themselves with.

Please ensure you read all documents carefully, in addition to any instructions contained in this document, if you intend to submit a bid in response to this ITT..

### 1.2 OBJECTIVES

The Key Strategic and operational objectives of the contract are:

* The completion of insurance valuations for all buildings under GBC ownership to ensure all buildings have correct and adequate insurance cover.
* To ensure that the services are operated in an efficient and cost effective manner with regard to their business activity;
* To report to and liaise with GBC representatives for operating the services in an efficient and cost effective manner;
* To ensure compliance with all relevant regulations including Health and Safety, and to liaise with statutory authorities as appropriate;
* To ensure high levels of GBC satisfaction.

### 1.3 DURATION

The Contract will be established for initial fixed period of 3 months. The Contract is intended to start on 19th June 2023 or as otherwise agreed.

Any subsequent extension to the Contract will be agreed between the Authority and the Supplier. It is likely that the Authority will seek the Supplier to demonstrate improvements and/or price reductions before considering an extension. For any extension(s) to the Contract, discussions with the Supplier shall be conducted sufficiently far in advance of the Contract expiry date to arrive at an agreed position.

### 1.4 QUESTIONS AND CONTACT DETAILS

All requests for clarification (whether in relation to this document, the requirement or the Tender Submission Document) should be submitted as soon as possible via: <https://sebp.due-north.com/>

Answers of all questions raised will distributed periodically to all recipients of the Invitation to Tender. If the Tenderer expresses that the question is confidential and the Council agrees that it is, then the response will be sent only to the Tenderer raising the question.

The Council will circulate answers via the procurement portal to all questions submitted as they arise (up to and including) 17th April 2023.

Questions received after this date may not be answered.

If you do not wish to submit a Tender, please notify the GBCs Procurement team via the messaging function <https://sebp.due-north.com/> and quoting the tender reference number. Under no circumstances should you pass this document on to a third party.

## REQUIREMENT (including Specification)

### 2.1 BACKGROUND

Gosport Borough Council (GBC) invites tender submissions for the completion of insurance valuations for 3,992 mixed property types under the Councils ownership and as listed in Appendix A. The Council require the replacement or re-instatement value of each property as defined below for insurance purposes.

Reinstatement shall mean the carrying out of the after-mentioned work, namely:

1. where Property is lost or destroyed, the rebuilding of the property , if a Building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;
2. where Property is Damaged, the repair of the Damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new:

### 2.2 GENERAL REQUIREMENTS

The buildings comprise of the below portfolio mix, with a full break down and addresses provided in Appendix A. All buildings are located within Gosport Borough boundaries.

* 27 leased out commercial buildings
* 38 general council properties (toilets, sports pavilions, town hall etc)
* 3,423 Housing Tenant residential dwellings
* 502 garages across 37 locations
* 2 bridges

### 2.3 SPECIFICATION

The successful Contractor will undertake a combination of conventional property inspections and sampling in the methodology that the Contractor deems to be most appropriate for the property portfolio.

|  |  |
| --- | --- |
| **Specification** | **Standard** |
| Inspections | Liaising with Gosport Borough Council to organise inspections of the buildings and internal access, where required. We expect there will be a combination of conventional property inspections and sampling.  As soon as the award is made there will be a project meeting with council officers to arrange contacts needed for access from each department. |
| Draft Values | Issue a draft valuation schedule to Gosport Borough Council as an executive summary |
| Final Values & Associated reporting | Final reports and replacement values to Gosport Borough Council including for example:   1. Executive summary 2. Commentary on general nature of the property 3. Statement of the basis adopted and date of assessment 4. Information about the nature and source of any information relied upon 5. Commentary on the extent of inspection, assumptions and restrictions 6. methodology statement covering approach 7. Opinion of assessment, with appropriate analysis by location, including the allowances made for the estimated costs of professional fees, demolition and debris removal provision for VAT, if applicable 8. Statement of the estimated maximum period of reinstatement in the event of a total loss 9. Photography, where applicable, and mapping |

### HEALTH AND SAFETY

The Contractor will work in accordance with, and be able to demonstrate work activities in line with

* The Management of Health and Safety at Work Regulations 1999
* The Work Place (Health, Safety and Welfare) Regulations 1992
* The Personal Protective Equipment at Work Regulations 1992
* The Manual Handling Operations Regulations 1992
* The Provision and Use of Work Equipment Regulations 1998
* The Health and Safety at Work Act 1974

The Contractor is expected to provide their own risk assessments & method statements (RAMS) on how they will approach site inspections and provide their own PPE.

The Contractor must ensure they satisfy themselves as Staff carrying out this work are aware of and comply with, Access to Council properties which must be arranged with the Council’s representative Gosport Borough Council will provide any relevant information pertaining to access, including any Asbestos considerations where requested by the Contractor..

### 2.5 INSURANCE REQUIREMENTS

The successful Respondent will maintain the following insurance cover for the duration of the commission and provide evidence of cover to the Council at any time when requested by the GBC.

|  |  |
| --- | --- |
| **Insurance:** | **Minimum value required** |
| Public Liability | £10 million |
| Employee Liability | £5 million |
| Professional Indemnity | £1 million |

### 2.6 ACCOUNT MANAGEMENT

The Contractor will be required to keep in contact with the GBC lead officer through the project with progress updates and draft reporting

### 2.7 DELIVERY OF SERVICES

The Contractor must provide the following documentation as part of their tender submission.

* Evidence of Public Liability Insurance with a minimum cover of £10 million
* Evidence of Employer’s liability insurance with a minimum cover of £5 million
* Evidence of Professional Indemnity insurance with a minimum cover of £1 million
* Timescales - plan to complete valuations
* Expertise and surveyor qualifications E.g MRICS
* Details of Lead Surveyor who will sign off values
* Method Statement – to specify how you will approach the project
* Pricing schedule

### 2.8 INVOICING

The Council pay all invoices in arrears following completion of the service. The contractor shall provide the Council with an invoice within 30 days of service completion. Invoices must detail:

* The name and address of the Council Representative
* The Contractor name and address
* The Contractor bank details
* The Contractor Purchase Order number
* A unique invoice number
* Full breakdown of the service provided
* VAT charged and VAT number (if applicable)

Invoices must be submitted to the Council’s Accounts Payable team by email to accounts.payable@gosport.gov.uk

### 2.9 SOCIAL VALUE

The Council seeks to implement a sustainable structure that encourages value for money, continuous improvement and innovation, and to integrate environmental considerations and delivery on social benefits throughout the performance of the Contract. As such the Contractor shall work with the Council to support Social Value and sustainability targets and improvements within local economies.

The Contractor shall work proactively with their supply chains to promote and support Social Value and sustainability targets and improvements within local economies.

The Contractor shall be expected to carefully assess the financial, environmental and social impact of the provision of Services at all times throughout the term of the Contract.

Social Value Act can be found at https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources

In addition, please see https://www.gosport.gov.uk/procurement and https://www.gosport.gov.uk/article/755/Environment-and-climate-change for an outline of some key principles of Social Values.

### 2.10 ALL-INCLUSIVE PRICES

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and, transportation, etc). No expenses incurred in the performance of the services will be reimbursed separately by the Council.

### 2.11 PRICE REVISIONS & VARIATIONS

Tenderers shall provide fixed pricing for the term of the contract and pre-empt any likely rises. Prices will be fixed, exclusive of VAT.

No Variation to the Contract shall be effective unless it is in writing and signed by the Parties (or their duly authorised representatives).

## PROCUREMENT PROCESS

### 3.1 OVERVIEW

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

Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with section 5, Instructions for submitting a tender of this document.

At the Council’s discretion, Tenderers may be invited to clarify their tender, as an aid for evaluators to fully understand their offers. All Tenderers should nonetheless take care to fully explain their offering in their tender submission.

The Contract will be awarded to the Tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in section 4, Evaluation of Tenders).

### 3.2 INDICATIVE PROCUREMENT TIMETABLE

The following indicative timetable is provided for Tenderers’ benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Council.

|  |  |
| --- | --- |
| **Stage / Activity** | **Indicative Date** |
| **Invitation to Tender document issued** | **3rd April 2023** |
| **Closing date for clarification questions** | **17th April 2023** |
| **Closing date for submission of tenders** | **12:00PM, 22nd May 2023** |
| Evaluation and Moderation | 22nd to 26th May 2023 |
| Contract award | 30th May 2023 |
| Standstill period | 13th June 2023 |
| Contract start date | 19th June 2023 |

## EVALUATION OF TENDERS

### 4.1 OVERVIEW

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

In order 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 make contact with the Council as per the contact details via the tender portal PROACTIS.

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

*.*

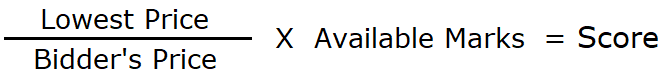
* Price **60%**
* Quality **30%**
* Social Value **10%**

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

### 4.2 PRICE 60%

Tenderers’ price scores will be calculated based upon the lowest price for all basket items in the core property list at Appendix 2.

The tenderer with the lowest price will be awarded the full score of 60. Higher-priced offers will receive a score proportionate to the lowest offer, calculated as follows:

****

### 4.3 QUALITY 30%

The quality aspect of the evaluation accounts for 30% of the total tender score.

Tenderers will be asked to provide method statements in response to the quality questions included in section 2, Response to the Requirement and Specification, of the Tender Submission document, Part B).

There are 3 quality questions, with each of these having equal weighting as shown alongside each method statement question (more information is provided below).

When responding to the quality questions Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.

Tenders should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses*.* Tenderers are encouraged to use the word count allowed to answer each quality question as fully as possible. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

Each quality method statement will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender submission.

### 4.3.1 Scoring Scale

Each method statement will be scored on a scale of 0 to 4 points, according to the overall degree of assurance offered, as detailed in the table below:

|  |  |
| --- | --- |
|  | |
| **Score** | **Criteria** |
| **4** | Excellent - offers more than the expected level of quality / capability, in a way that delivers clear additional benefits to the Council. |
| **3** | Good – fully satisfactory, appears to meet all the expected level of quality / capability in all aspects. |
| **2** | Fair - demonstrates some merit and adequately meets the expected level of quality / capability but, in one or more aspects, suggests minor shortcomings of understanding or approach which may have a minor impact on service delivery or performance. |
| **1** | Poor - fundamentally fails to meet the expected level of quality / capability in one or more aspects, which may have a significant impact on service delivery or performance. |
| **0** | No information provided or an entirely unacceptable or irrelevant response |

If a tender scores ‘0’ against any one or more method statements this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.

### 4.4 Weightings

Quality sub-criteria to be applied, and their relative weightings, are as follows*.*

The table below demonstrates how a score will be calculated, based on hypothetical marks awarded for *the method statements*:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Non-Price Quality Evaluation** | | | | |
| **Q No** | **Subject Matter** | **Weighting %** | **Maximum Evaluator Score** | **Maximum Score available** |
| 1 | Communication | 10% | 4 | 10% |
| 2 | Delivery of Quality Assurance | 10% | 4 | 10% |
| 3 | Planning and Implementation | 10% | 4 | 10% |
| **Maximum Score Available** | | | **12** | **30%** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Example Quality Scoring** | | | |
| Maximum mark available | Maximum weighted score available | *Mark awarded on*  *scale of 4 (example)* | *Weighted score awarded (Weighting example mark awarded)* |
| 4 | 10% | 4 | 10% |
| 4 | 10% | 3 | 7.5% |
| 4 | 10% | 2 | 5% |
| 4 | 10% | 1 | 2.5% |
| 4 | 10% | 0 | 0% |

### 4.5 SOCIAL VALUE 10%

The Social Value aspect of the evaluation accounts for 10% of the total tender score and will be assessed by reference to statements prepared by the Tenderer in response to the Social Value questions included in section 3, Social Value, of the Tender Submission Part B document.

Tenderers will be required to demonstrate a commitment to the Council with the improvement of economic, social and environmental well-being in accordance with the Public Services (Social Value) Act 2012. Tenderers should note that Social Value is about ‘additionality’, i.e. what you will provide over and above the core contract requirements. Services or actions that the Tenderer will be required to provide as part of the Contract requirements cannot also be counted as Social Value.

There are 3 Social Value questions. When answering the questions, Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the questions should not be included.

Tenderers should also make sure that their answers inform not just what they do, but how they do it. It is useful to give examples and/or provide evidence to support your response. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

### 4.5.1 Scoring Scale

Each question response will be scored on a scale of 0 to 4 points, in accordance with the following scheme for Social Value elements:

|  |  |
| --- | --- |
| **Score** | **Classification** |
| **4** | **Excellent -** Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirements and provides comprehensive and clear details of how Social Value offers made will be delivered. The response provides a high level of certainty that the bidder will deliver their social value commitments. |
| **3** | **Good -** Response is relevant and good. The response addresses all requirements and is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled but includes some ambiguity or minor inconsistencies as to how Social Value offers made will be delivered. The response provides confidence that the bidder will deliver their Social Value commitments. |
| **2** | **Fair -** Response is relevant and fair. The response addresses all requirements and demonstrates a fair understanding of the requirements but lacks details on how certain Social Value offers made will be delivered or contains some inconsistencies. Alternatively, the response fails to address all of the requirements. The response provides some concerns that the bidder will deliver the Social Value commitment. |
| **1** | **Poor -** Response is partially relevant but generally poor.  The response addresses all requirements but contains insufficient/limited detail or explanation to demonstrate how the requirements (or any of them) will be fulfilled or contains major inconsistencies. Alternatively, the response fails to address the majority of the requirements. The response provides significant reservations that the bidder will deliver the Social Value commitment. |
| **0** | **Unacceptable -** No response submitted, or response fails entirely to demonstrate an ability to meet any of the Social Value requirements. |

If a tender scores ‘0’ against any one or more method statements this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Non-Price Social Value Evaluation** | | | | |
| **Q No** | **Subject Matter** | **Weighting %** | **Maximum Evaluator Score** | **Maximum Score available** |
| 1 | Environmental Impact | 4% | 4 | 33% |
| 2 | Equality and fairness | 3% | 4 | 33% |
| 3 | Local community | 3% | 4 | 34% |
| **Maximum Score Available** | | | **12** | **100%** |

### 4.6 AWARD OF CONTRACT

Upon conclusion of the evaluation, the scores for price, quality and Social Value will be combined to give a total score out of 100 and the Tenderer with the highest score will be awarded the Contract.

The Tenderer to be offered the Contract will be advised accordingly via the messaging function [**https://sebp.due-north.com/**](https://sebp.due-north.com/) . Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous 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 messaging **function** [**https://sebp.due-north.com/**](https://sebp.due-north.com/) and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

The award of the Contract will be subject to a standstill period of 10 days between the notification of award decision and Contract conclusion. If representations are received during the standstill period, the Council may have to suspend the making of the Contract and extend the standstill period until any issues have been resolved; Tenderers will be advised accordingly.

All Tenderers are advised that they should not take any action for example commencing the delivery of Goods or implementation of Services, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, Tenderers must seek prior approval from the Council, before undertaking any marketing activity.

### 4.7 ACCEPTANCE OF 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 GBC Services Contract*.*

## INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER

### COMPLETING THE INVITATION TO TENDER

To enable evaluating officers to assess fully the Tenderer’s suitability all of 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. Questions should be answered as instructed:

* Please answer every question.
* Questions must be answered in English.
* When posed with Yes / No questions, please either circle your answer or delete as applicable.
* All other questions will require you to input text or numbers, or to tick boxes.
* Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
* If the question does not apply to you please write N/A; if you don’t know the answer please write N/K.

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.

### 5.1 FORMAT OF TENDER SUBMISSION

Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in Part B of this document, namely:

1. Organisation Details and General Information
2. Response to Requirement and Specification
3. Pricing Schedule/rate card
4. Freedom of Information Exclusion Schedule
5. Tendering Declaration
6. Enclosures Checklist

The declaration must be signed by a director, partner or other senior authorised representative in her / his own name and on behalf of the organisation. The details contained in each Tenderer’s response may be specified in any Contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding Contract.

### 5.2 SUBMITTING YOUR TENDER

In order to submit a tender for this procurement, you are required toupload your tender electronically through the Council’s E-Tendering Portal Proactis the messaging function <https://sebp.due-north.com/> prior to the tender closing date and time.

**Completed tender submissions must be uploaded by 22nd May at 12:00PM.** Any amendments to the submission deadline will be communicated through the E-Tendering Portal. Tenders submitted after the designated time and date will be rejected. Tenders and/or any documentation supporting a tender submission must NOT be submitted by fax or email.

## CONDITIONS OF TENDER

In submitting a response to this Invitation to Tender, Tenderers do so on 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.

### 6.1 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.

### 6.2 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 the 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 the Council or any person acting as an advisor to the 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.

### 6.3 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 specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 120 day from the return date.

### 6.4 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.

### 6.5 THE COUNCIL’S RIGHTS

The 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.

### 6.6 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, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) 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.
* 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 Service Providers on its website.
* More information is available on [www.ico.org.uk](http://www.ico.org.uk/)

### 6.7 PUBLICITY

* No publicity regarding the Contract 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 the Council.

## TERMS AND CONDITIONS

The Terms and Conditions that will apply to the awarded Contract of this tender process can be found within Appendix 1.

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.