**Invitation to Tender**

**for**

**[Tender Title]**

Ref: [ ]

To arrive no later than:

**[Tender Return Date] @12:00 Noon**

|  |  |  |
| --- | --- | --- |
| **TO BE COMPLETED BY ALL TENDERERS** | | |
| Organisation: |  | |
| Address: |  | |
| Town: |  | |
| Postal Code: |  | |
| Country: |  | |
| Telephone: | **+44** | |
| Fax: | **+44** | |
| Email Address: |  | |
|  |  | |
| What is the company size? Micro, Small, Medium or Large | |  |
| What is the company type? Private, Charity, SE or other third sector | |  |
| Does the company pay the Real Living Wage | |  |
| Is the company an accredited Living Wage Employer | |  |
| Has the company signed up to the Scottish Business Pledge | |  |
| Is the company a Supported Business | |  |

CONTENTS

[SECTION 1: IMPORTANT INFORMATION FOR CANDIDATES 3](#_Toc138959809)

[SECTION 2: INSTRUCTIONS FOR SUBMISSION OF TENDER 6](#_Toc138959810)

[SECTION 3: PROCUREMENT TIMETABLE 9](#_Toc138959811)

[SECTION 4: SELECTION AND EVALUATION OF TENDER 10](#_Toc138959812)

[SECTION 5: SPECIFICATION 16](#_Toc138959813)

[SECTION 6: METHOD STATEMENTS 17](#_Toc138959814)

[SECTION 7: PRICING INFORMATION SCHEDULE 20](#_Toc138959815)

[SECTION 8: CERTIFICATE OF CONFIDENTIALITY 21](#_Toc138959816)

[SECTION 9: CERTIFICATE OF NON-CANVASSING AND NON- COLLUSION 22](#_Toc138959817)

[SECTION 10: FORM OF TENDER 23](#_Toc138959818)

[SECTION 11: DECLARATION CERTIFICATE 24](#_Toc138959819)

##### IMPORTANT INFORMATION FOR CANDIDATES

* 1. Clackmannanshire Council **(“the Council”)** invites your organisation, along with others, to submit a tender for **[Tender Title]** referenced [**2/6/ Tender Reference].** The deadline for submission of tenders is **[Tender return Date] @12:00 Noon. Subject to paragraph 2.8(f), tenders submitted after this time** will not be considered.
  2. It is the responsibility of all Tenderers to ensure their tender is received no later than the appointed time.
  3. The Council will assess all submissions objectively and in accordance with the criteria set out in the advertisement.
  4. Although every care has been taken in preparing the Invitation to Tender, no representation, warranty or undertaking, expressed or implied is, or will be made, and no responsibility or liability will be accepted by the Council or by any of its officers, employees, servants, agents or advisers as to the accuracy or completeness of the Invitation to Tender or any other data or written or verbal information made available to any Tenderer or its advisers. Any liability, however arising, is expressly disclaimed by the Council and its advisors. Tenderers will have to make their own investigations and interpretation.
  5. Whilst the Council has prepared this Invitation to Tender, the Council will not accept any responsibility or liability for advising any recipient of any changes or additions to the information contained in this Invitation to Tender, or any other information relating to the project that comes to their attention.
  6. In the event that proceedings are brought against the Council in relation to the procurement process, the Council reserves the right to suspend the procurement process or the contract if the contract has been concluded and that until such time as the proceedings are finally determined or to terminate the contract in either case on immediate written notice to the Tenderer without any penalty or damages due to or by the Council.
  7. The Council reserve the right to make revisions to this Invitation to Tender. No additional time in relation to submission deadlines for the Invitation to Tender will be granted, following notification of any such revision, unless the participants are expressly notified of any extension by the Council.
  8. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process, nor for any other costs and expenses incurred by Tenderers in any aspect of the tendering process.
  9. It is expressly declared that the Council is under no obligation to accept any tender, regardless of whether the submission is either the lowest price tendered or is the most economically advantageous tender.
  10. The Council reserves the right to reject tenders which are not submitted in accordance with the instructions given.
  11. All quantities if stated are estimated and are given for guidance only and do not constitute a commitment on the part of the Council.
  12. Nothing in this document is, or should be, relied on as a promise or representation as to the future.
  13. **IF YOUR TENDER IS SUCCESSFUL, YOUR RESPONSES TO THIS INVITATION TO TENDER WILL BE INCORPORATED INTO THE CONTRACT AWARDED TO YOU.**

**Confidentiality**

* 1. The contents of this Invitation to Tender, and that of any other documentation sent or information supplied to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential (however may be disclosed for the purpose of obtaining sureties, guarantees and quotations required for the preparation of the tender and for insurance purposes).
  2. If you are unable or unwilling to comply with this requirement you are required to destroy this Invitation to Tender and all associated documents immediately and not to retain any electronic or paper copies.
  3. The information provided by Tenderers in their submissions will be treated as confidential by the Council (for exceptions to this rule please refer to the Freedom of Information (Scotland) Act 2002).
  4. The Council is obliged to publish the contract value and name of the winning Tenderer and may publish on its website the names and contact details of those who have been issued with a tender.
  5. The Council will work with the police, the Scottish Crime & Drug Enforcement Agency and any other body deemed appropriate in order to verify and validate the information provided.

**Freedom of Information Act**

* 1. The Freedom of Information (Scotland) Act 2002 (the “**FOISA**”) designates the Council as a Scottish public authority and therefore subject to the provisions and obligations in FOISA. This means that any person who makes a valid request for recorded information held by the Council will be entitled to receive it and the information made public, unless the Council considers that all or part of that information can be withheld as a result of the exemptions in FOISA.
  2. You may consider that some information you supply to us should **not** be disclosed to other people or organisations under FOISA. **If you do, you must tell us**. The Council will take your representations into account in its decision whether or not to release the information requested, but the public interest may require that this information is released despite such representations.

**Data Protection Act & Environmental Information Regulations**

* 1. Certain information may also require to be disclosed by the Council under the Data Protection Act 1998 (the “DPA”) and the Environmental Information (Scotland) Regulations 2004 (the “EISR”).
  2. This Invitation to Tender has been published in order to comply with the duties incumbent on the Council under the UK Procurement Legislation.
  3. Tenderers are deemed to understand fully the processes that the Council is required to follow under relevant UK legislation, particularly in relation to Public Contracts (Scotland) Regulations 2015, Procurement (Scotland) Regulations 2016 and the Procurement Reform (Scotland) Act 2014. Where Concessions and Utilities are required the Concession Contracts (Scotland) Regulations 2016 and the Utilities Contracts (Scotland) Regulations 2016 may also apply.
  4. Where the value of the works required by the Council fall below the relevant GPA threshold, the Council has assessed that no cross- border interest is or is likely to exist.
  5. This document is for use by Tenderers who are interested in providing the works forming the basis of the Contract, their professional advisers and other parties essential to preparing responses to the Invitation to Tender and for no other purpose.

##### INSTRUCTIONS FOR SUBMISSION OF TENDER

* 1. This Invitation to Tender **MUST** be completed and returned electronically using the tender post box online submission facility contained within the Public Contracts Scotland Advertising Portal <http://www.publiccontractsscotland.gov.uk/> (“**Public Contracts Scotland”**). This allows the Council to receive tender responses from suppliers in a secure environment.
  2. Tender responses remain sealed in the secure post box on the Public Contracts Scotland system until the deadline for responses has expired. Nominated members of the Council then unlock the post box to access the submissions. Submissions can be created, edited and submitted by you up to the stated tender deadline but not afterwards. It is not advisable for Tenderers to wait until the last moment before creating and dispatching a response in case of any last minute problems.
  3. Please check that you have received all of the documents listed in the Contents (the “**Tender Documents**”).
  4. The Council will **only** accept questions regarding the content of this Invitation to Tender, its interpretation or requests for additional information through the online Q&A facility on Public Contracts Scotland. Such requests should be made no later than 7 days before the deadline for tender submissions. Tenderers will receive an automatic response when the query is answered. Responses and additional information will be made available to all those expressing an interest to tender through Public Contracts Scotland unless the query is commercially sensitive or confidential.
  5. Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted, including the Council’s Contract Standing Orders, a copy of which can be found on the Council’s website <http://www.clacksweb.org.uk/>
  6. Following the tender return date the Council may require clarification of the answers provided or ask for additional information and may request a clarification meeting with you. The Council reserves the right to reject or exclude any Tenderer who fails to respond in satisfactory terms to a request for supplementary information or to provide such clarity when asked to do so.
  7. Tenders must remain open for acceptance for a period of 120 days from the return date.
  8. How you prepare and present your tender proposal can be a crucial factor in securing a contract. The following points may help you to understand what can turn a tender into a winning tender:
     1. Read **ALL** the instructions and information included within the Invitation to Tender; preparation is the key, so understand fully what is being asked of you..
     2. Respond in the required format: **If you do not, your tender may be rejected.** You must not alter the format of any of the documents. If the space on the form is insufficient, attach additional sheets but please follow a similar format. Mark any additional sheets with your organisation name and the question number.
     3. Please provide as full a response to the requirements as possible. It is your only chance to give solutions rather than create more questions. Questions should be answered as concisely and clearly as possible.
     4. Don’t use your tender as a vehicle to issue glossy but meaningless brochures about your organisation – only include them if they are relevant. Only information provided as a direct response to a question will be evaluated.
     5. Be upfront – we will be as honest about our requirements as possible. In return, we look for honest tenders with no hidden costs or exclusions.
     6. Be aware of the deadline for return of your tender and plan ahead to ensure that you meet it. Tenders submitted once the deadline has passed will not be accepted unless the Council is satisfied that there is a technical issue with the Public Contracts Scotland system beyond the control of the tenderer. **Late tenders will be rejected.**
     7. Make sure that your tender is complete, completed correctly, that it is legible, in ink or typed, in English, with all prices in Sterling (exclusive of VAT), and is signed and dated. **Incomplete tenders may be rejected.**
     8. Please ensure that where information is to be sought from third parties – for example, guarantees etc. – such requests can be dealt with speedily and at **no cost** to the Council.
     9. You must notify the Council, in writing, of any change in the information submitted in the response at any time during the tender process.

**Consortium Bids and use of Sub Contractors**

* 1. Tenderers intending to form a partnership or consortium in order to deliver the Contract must identify (a) the lead organisation or (b) a legal entity, to take responsibility for the tender and the eventual contractual arrangements.
  2. If applying on behalf of a consortium, please list the names and addresses of all other members of the consortium. Where there is reliance upon the capacities of others to deliver a part/meet the minimum Selection Criteria such parties must provide a separate SPD response. Please note that the tender will be evaluated based on the details supplied in the tender submission.
  3. Contracts will normally be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute the Contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the Contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.
  4. If sub-contractors are proposed to assist in the delivery of the service, where they are known, please list the business names and addresses and arrange for completion of the SPD as per clause 2.10 above.

**Conflicts**

* 1. Tenderers must disclose in their Tender any circumstances, including, without limitation, personal financial and business activities that would, or may be likely to, give rise to a conflict of interest between the Council and/or any sub-contractors or members of the Tenderer’s consortium and the Tenderer. Where a Tenderer identifies any actual or potential conflicts of interest in their response to this Invitation to Tender, it must state how it intends to avoid such conflicts. The Council reserves the right to reject any response to this Invitation to Tender which, in the Council’s opinion, gives rise, or may be likely to give rise to, a conflict of interest.

##### PROCUREMENT TIMETABLE

* 1. The intended timetable for this procurement is:

|  |  |
| --- | --- |
| **Timetable** |  |
| Date of issue of Invitation to Tender |  |
| Date for return of Tender Documents | [Tender return Date] **@12:00 Noon** |
| Expected evaluation of Invitation to Tender | Week Commencing [x] |
| Expected intent to award decision | [Date] |
| Expected standstill period - 15 days | [Standstill end date] |
| Expected award decision | [Date] |
| Contract commencement | [Commencement Date] |
| Contract extension *(if applicable)* | [Extension Period] |
| Contract end *(including any extensions)* | [End date] |

##### SELECTION AND EVALUATION OF TENDER

**Overall Award Criteria**

|  |  |
| --- | --- |
| **Overall Evaluation Criteria** | **Weighting** |
| **Selection Criteria SPD and Fair Work** | **Pass / Fail** |
| **Quality Award Criteria** | **x%** |
| **Award Price** | **x%** |

* 1. Tenderers should complete the Questions set out in the Single Procurement Document (Scotland) (“**SPD**”) accessible through the advert in Public Contracts Scotland. The Council will use the electronic version of the SPD (Scotland) which is incorporated into Public Contracts Scotland.
  2. Tenderers, including those Tenderers rely upon to deliver any part/meet the minimum Selection Criteria of the tender requirements, will be evaluated against a series of Selection Criteria set out in the Single Procurement Document (SPD) and which Tenderers must answer. Those that pass the Selection Criteria with then be evaluated in terms of the Award criteria set out in this Section 4 of the Invitation to Tender both of which are accessible through the advert in Public Contracts Scotland.
  3. The Council reserves the right to reject any tender that fails to comply fully with the requirement of the selection and evaluation process outlined in this Section 4, or if the Tenderer or any of its sub-contractors or consortium members is/are guilty of a serious misrepresentation in supplying any information requested.

**Selection Criteria**

* 1. The Selection Criteria sets out the minimum standards that must be attained by Tenderers. This is to allow the Council to identify suitably qualified and experienced bidders. If these standards are not reached Tenders will not be taken forward for evaluation against the Award Criteria set out in this Section. The Selection Criteria includes mandatory and discretionary exclusion grounds which must be passed as well as specifying any minimum standards which must be achieved.
  2. **The Council will NOT consider a Tender if a mandatory exclusion ground contained within the SPD is satisfied at any point during the evaluation process and may in its absolute discretion reject a tender if a discretionary ground contained within the SPD is satisfied at any point during the evaluation process**.
  3. The Council can undertake a Selection Stage in advance of an invitation to tender - as part of a two-stage process, or with an invitation to tender document - a one-stage process.
  4. Fair Working Practice (Selection) Pass /Fail

|  |
| --- |
| **Selection Method Statement 1 - FAIR WORKING PRACTICES**  The Public Sector in Scotland is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making.  These factors are also important for workforce recruitment and retention, and thus continuity of service. Public Bodies in Scotland are adopting fair work practices, which include:  Payment of at least the real Living Wage to all staff aged 16 and over (including apprentices) who are directly employed by tenderer.  Furthermore, the Tenderer shall ensure that any UK-based workers aged 16 and over (including apprentices) who are directly engaged in delivering this contract are also paid at least the real Living Wage, including, where applicable, sub-contractors and agency staff.  The tenderer shall demonstrate that all workers employed within their organisation have access to effective workers’ voice channel(s), including agency workers.  The tenderer shall provide any and all information reasonably required by Clackmannanshire Council to satisfy themselves that the Fair Work First obligations herein, namely to pay at least the real Living Wage and providing access to effective workers’ voice channels, are being complied with.  Guidance is available to support your submission in meeting and evidencing these conditions.  <https://www.gov.scot/publications/fair-work-first-guidance-2/>) for workers (including any agency or sub-contractor workers) engaged in the delivery of this requirement  (Maximum 300 words) *Please insert website link to this information if available* |
| **Pass/Fail** |
| Response: |

**Award Criteria**

* 1. Those Tenderers that pass the Selection Stage will then be subjected to a Technical and Commercial evaluation (a balance of quality and price). The aim of the evaluation is to select the Tender which represents the Most Economically Advantageous Tender (MEAT). The Council is not bound to accept the cheapest or any Tender.
  2. To complete the MEAT evaluation, the Technical Score will be calculated by combining the scores Tenderers receive from the Technical Criteria. These combined scores represent the Technical part of the evaluation and are worth x% of the overall total percentage available. The Commercial criteria is worth x% of the overall total percentage available. The percentages a Tenderer achieves for each part will be combined to identify the overall MEAT Tender.

**Technical Evaluation - Method Statement**

* 1. **Technical Criteria (Quality) overall weighting is x %**

| **Method Statement** | **Description of Evaluation Criterion** | **% Weighting** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **6** | Community Benefits Wealth Building Method Statement | x |
| **Scores to equal 100** | | **100** |

* 1. The above evaluation matrix for the Technical Evaluation is tailored to suit the specific requirements of the procurement exercise.
  2. You must complete the Method Statements set out at Section 6 for each of the Technical Evaluation Criterion set out in the evaluation matrix table above. Each Method Statement is your response to the Council’s Specification set out in Section 5 and should set out **how you will meet all of the requirements set out in the Specification**. Your Method Statement is the formal offer to the Council and will form part of the contract between us if your Tender is accepted.
  3. The purpose of the Method Statement is to allow the Council to evaluate your understanding of our requirements and the quality of your proposals for meeting them. To help us evaluate your Method Statement, we ask you to present the information as requested in the Specification. Each Method Statement will be scored against the score table below and the weighting criteria set out in the evaluation matrix set out above.
  4. If more than one organisation will be involved in the delivery of the contract (for example, through a consortia arrangement), full details should be provided of how the arrangements will operate to meet the Council’s requirements and please also refer to requirements set out at Section 2 on Consortia Bids and Sub-Contracting above.
  5. The scoring methodology provided below will be used to score each Method Statement for each Evaluation Criterion set out in the evaluation matrix set out above. The score will be multiplied by the percentage weighting for the relevant Evaluation Criterion set out above to obtain an overall score out of 100. The score will then be adjusted on a pro rate basis to a score out of the maximum [ x] %:

|  |  |
| --- | --- |
| **Scoring Methodology for Quality Criteria** | |
| **No. of Points** | **Definition\*** |
| **0** | Response does not meet requirements and/or is unacceptable. |
| **1- 2** | Response partially meets requirements but contains material weaknesses, issues or omissions, is poorly articulated and/or is inconsistent. |
| **3-4** | Response meets requirements to a minimum acceptable standard, however contains some weaknesses, issues or omissions. Lacking detail and/or clarity. |
| **5-6** | Fit for purpose. Good in many respects. No significant weaknesses, issues or omissions. |
| **7-8** | Response meets requirements to a high standard. Robust, detailed, well articulated in all material respects. Minimal weaknesses, issues or omissions. |
| **9-10** | Response meets requirements to an exceptional standard. Robust, detailed, well articulated in all material respects. Minimal weaknesses, issues or omissions. Evidence of real insight, creativity and flair. |

**Commercial Evaluation**

* 1. The Commercial Evaluation is worth x% of the overall total percentage available.
  2. You must calculate the full costs of providing the works required in terms of this Invitation to Tender and for which you are tendering, including both the direct and non-direct costs in your completion of the Schedule of Rates. The Tenderer must ensure that they insert a value for every line item and provide a Total Price where indicated in the Schedule of Rates.
  3. The lowest compliant total firm price will be awarded the maximum mark of [x] %. All other compliant Tenders will be awarded the appropriate percentage in relation to the tender with the lowest price. Note that the Pricing Schedule will confirm whether the total is for evaluation purposes only and does not represent the overall contract value.

**Terms and Conditions of Contract**

* 1. Any contract awarded as a result of this tendering exercise will be subject to the Terms and Conditions of Contract identified below and subject to the schedule of amendments attached to the Contract Notice.
  2. The selected terms and conditions will form the basis of any written signed contract between us and will take precedence over any other conditions that you may propose.
  3. No variation, replacement, alternative or substitute terms and conditions shall apply to the contract unless such terms are subscribed by the Council’s Procurement Manager.
  4. This will be in accordance with section 3 of the Requirements of Writing (Scotland) Act 1995 and any attempt by the supplier to impose any alternative conditions (including the imposition of any clause superseding or constituting an entire agreement clause) shall be null and void and shall not be binding on the Council.
  5. We will ask you to acknowledge receipt of the Contract Award Letter and that the Contract has been entered into on the terms set out in our Award Letter, which will include our standard conditions of contract (including all contract schedule(s)) together with the Total Price, Schedule of Rates and Method Statement). Without a Contract Award Letter and an acknowledgement each respectively signed as set out herein, there will be no binding agreement between us.
  6. The Council will NOT consider a Tender if it is qualified and the qualification materially affects the operation of the Contract or the balance of risk between the parties (unless the Tenderer is prepared to remove such qualification and the Council can accept that removal whilst meeting its obligations under any relevant procurement law).
  7. ***Only to be included where appropriate***The Council in its absolute discretion may reject a tender if an overall Award Criteria score below [60%] is agreed.

|  |  |
| --- | --- |
| **Terms and Conditions (select as appropriate)** |  |
| NEC Conditions of Contract 3rd Edition (NEC3) as amended |  |
| SBCC 2011 Measured Term Contract (MTC/Scot 2011 Edition) as amended. |  |
| Minor Works Building Contract with Contractor's Design for use in Scotland (MWD/Scot 2013 Edition) as amended. |  |

|  |  |
| --- | --- |
| Acceptance of the terms and conditions | Delete as appropriate |
| Do you accept the terms and conditions as noted above?  Please note that selecting NO as a response may result in your tender not being considered. | **Yes / No** |

**Post-Tender Clarification**

* 1. Following receipt of Tenders the Council reserves the right to request a Tenderer clarifies any information provided by that Tenderer in response to requests for information or questions on your response to matters raised in this Invitation to Tender.
  2. **We will not allow any post-tender negotiation to distort competition.** It is important that you submit your best and final offer at the tender stage and do not rely on post-tender negotiation to revise your tender.

##### TECHNICAL SPECIFICATION

* 1. The Council in its absolute discretion will reject a tender if the Tenderer makes or attempts to make any variation or alteration to the terms of the Specification.
  2. The following items are attached to the Public Contract Scotland Contract Notice and marked as such comprise the Contract Specification:

##### TECHNICAL METHOD STATEMENTS

* 1. The responses to the Method Statements will be evaluated in accordance with the criteria set out at Section 4 (Selection and Evaluation of Tender).

|  |
| --- |
| **Method Statement 1.**  Please Detail |
| Percentage Weighting % |
| Response: |

|  |
| --- |
| **Method Statement 2.**  Please Detail |
| Percentage Weighting % |
| Response: |

|  |
| --- |
| **Method Statement 3.**  Please Detail |
| Percentage Weighting % |
| Response: |

|  |
| --- |
| **Method Statement 4.**  Please Detail |
| Percentage Weighting % |
| Response: |

|  |
| --- |
| **Method Statement 5.**  Please Detail |
| Percentage Weighting % |
| Response: |

|  |
| --- |
| **Method Statement 6.** **Community Benefits Wealth Building Method Statement** |
| Percentage Weighting **An overall weighting of x% is available for this section if used.** |
| Response: |

* 1. The Council is committed to maximising community benefits, community wealth building and the Council's social and economic regeneration objectives.
  2. Tenderers are therefore required to complete the Community Benefits Wealth Building Method Statement, which will form part of the contract conditions. The winning Tenderer will be required to enter into a legally binding agreement incorporating the Community Benefits Method Statement.
  3. Community benefits is included as part of the evaluation at the award stage as a percentage of the overall weighting.

**WHAT DO OUR COMMUNITIES NEED?**

* 1. In order to ensure community benefits requested are proportionate and relevant to the contract opportunity, the Council has asked community groups and third sector organisations to identify items they require to support their work.
  2. Clackmannanshire Third Sector Interface, also known as CTSI, are tasked by the Scottish Government to enable development of the Third Sector in Clackmannanshire to meet the needs of the community and to represent the Voluntary Sector in community planning.
  3. In partnership with CTSI we have developed a list of benefits which you can find on the Council’s website and on the CTSI website <https://ctsi.org.uk/community-benefits>
  4. Tenderers should choose to deliver an offer made up of at least one item from this list.
  5. We have tried to ensure that organisations have asked for things which are appropriate for suppliers and are easy to deliver.

**METHOD STATEMENT**

* 1. Your response should detail:
* what community benefits you will commit to deliver via the contract;
* how you will deliver these to their full potential;
* when these will be delivered by;
* how you will report regularly on all progress made and;
* Contact details of the individual responsible for delivering community benefits.

**MONITORING**

* 1. Community benefits will be monitored and reported during the lifetime of the contract and the Council will request management information to support and confirm delivery of the benefits committed.

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##### PRICING INFORMATION SCHEDULE (COMMERCIAL)

* 1. Tenderers are requested to complete the Schedule of Rates and submit a Total Price for the work required in terms of the Specification. The Total Price is your total price, inclusive of all fees, expenses travel and subsistence. All prices must be quoted in Pounds Sterling (£) and should be exclusive of any VAT which may be chargeable. Costs which appear elsewhere in the Invitation to Tender will presume to have been waived. The and Schedule of Rates will be held for the duration of the Contract including any contract extensions.
  2. Tenders should be fully priced to include compliance with all applicable laws including without limitation all necessary actions or procedures relating to Health and Safety, as required by the Health and Safety at Work Act 1974 and associated legislation, for employee costs associated with TUPE and for any performance bond where applicable.
  3. **The Total Price will be the whole life cost for the works set out in the Specification.**
  4. **[The Total Price will be used for evaluation purposes only and does not represent the overall contract value which will be regulated by your submission] OR [The Total Price is the overall Contract Value and which will also be evaluated].**
  5. The Council in its absolute discretion may reject a tender if the Total Price is the overall Contract Value and the Total Price submitted is more than the budget the Council has available for the procurement.
  6. It is the Tenderer’s responsibility to ensure the and Schedule of Rates is completed correctly and is arithmetically correct. The Council may but shall not be bound to correct arithmetical errors. If a Tenderer does not accept the correction of errors, its tender will be rejected. **The Council will reject a Tender if the Contract value is above GPA procurement thresholds, and the tender is found to be abnormally low** (and in other cases the Council may reject the tender) and shall be entitled to require the Tenderer to produce detailed price analyses for any or all items priced, the Schedule of Rates or the Total Price to determine if the Tender is abnormally low.

##### CERTIFICATE OF CONFIDENTIALITY

**Contract for the provision of [Tender Title] to Clackmannanshire Council**

**Ref: [Tender Reference]**

I/We will abide by the confidentiality requirements set out in this Invitation to Tender and shall not communicate to any person any information contained within this Invitation to Tender, other than as expressly permitted by this Invitation to Tender.

In this certificate, the word “person” includes any persons and anybody or association, corporate or incorporate.

|  |  |
| --- | --- |
| **Signed** |  |
| **Name** |  |
| **Date** |  |
| **On Behalf of** |  |
| **Position** |  |

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER. FAILURE TO FULLY COMPLETE AND SIGN THE CERTIFICATES MAY LEAD TO THE REJECTION OF YOUR TENDER.**

##### CERTIFICATE OF NON-CANVASSING AND NON- COLLUSION

**Contract for the provision of [Tender Title] to Clackmannanshire Council**

**Ref: [Tender Reference]**

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

1. communicate to any person, other than the person calling for this tender, the amount or approximate amount of the tender, except where the disclosure, in confidence, of the amount or approximate amount of the tender was necessary to obtain insurance premium quotations and where disclosure is made, in confidence, to professional advisors who reasonably require to be involved in the preparation of the tender;
2. enter into any agreement or arrangement with any other person that s/he shall refrain from tendering or as to the amount or for conditions of any tender to be submitted;
3. offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the works any act or omission, and any act or omission in breach of the relevant provisions of the Bribery Act 2010 in relation to this tender;
4. cause or induce any person to enter into such agreement as is mentioned in paragraph (b) above or inform us of the amount of any rival tender.

I/We hereby undertake that we have not canvassed or solicited, nor will in the future canvass or solicit, any officer, member or employee or advisor of any participating authorities or any of their affiliates or subsidiaries in connection with this tender and that persons employed by me/us acting on my/our behalf have not and will not do any such act. I/We understand that any canvassing or soliciting could result in my/our exclusion from this tender process.

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

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| **Signed** |  |
| **Name** |  |
| **Date** |  |
| **On Behalf of** |  |
| **Position** |  |

NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER. FAILURE TO FULLY COMPLETE AND SIGN THE CERTIFICATES MAY LEAD TO THE REJECTION OF YOUR TENDER.

##### FORM OF TENDER

# 

**Contract for the provision of [Tender Title] to Clackmannanshire Council**

**Ref: [Tender Reference]**

I/We hereby tender to enter into a contract with Clackmannanshire Council to provide the works in the Specification in accordance with the Tender Documents and this Invitation to Tender including without limitation the Terms and Conditions of Contract and the prices entered in the Pricing Schedule/the Schedule of Rates.

I/We agree the insertion by us of any conditions qualifying this tender shall not affect the Tender Documents and may cause the tender to be rejected. We confirm that we have not made any unauthorised alteration to the Tender Documents.

I/We agree that this tender shall remain open to be accepted and cannot be withdrawn for a period of One Hundred and Twenty Days from the tender return date.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We undertake, in the event of your acceptance, to execute with you any formal agreement which may be deemed necessary, embodying all the conditions and terms contained in this offer, as soon as reasonably practical upon being called to do so.

I/We warrant that we have all requisite authority to sign this Invitation to Tender and confirm that we have complied with all the requirements set out herein.

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| **Signed** |  |
| **Name** |  |
| **Date** |  |
| **On Behalf of** |  |
| **Position** |  |

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER. FAILURE TO FULLY COMPLETE AND SIGN THE CERTIFICATES MAY LEAD TO THE REJECTION OF YOUR TENDER.**

##### DECLARATION CERTIFICATE

**Contract for the provision of [Tender Title] to Clackmannanshire Council**

**Ref: [Tender Reference]**

I/We certify that the information supplied is accurate to the best of my/our knowledge.

I/We , having examined the Invitation to Tender and the Tender Documents, hereby offer to supply and deliver the works as specified in those documents in accordance with those documents and to the entire satisfaction of the Council.

I/We have inserted information in relation to the company named in this undertaking which is the company making the submission and not in relation to any Holding or Parent Company, Group or Subsidiary to which I/We belong.

I/We understand that false or deliberately misleading information could result in my/our exclusion from this, or any future tendering process and, exclusion from any other list of companies to be invited to tender by the Authority.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the Authority to cancel any contract currently in force and may result in my/our exclusion from any future tendering process.

**I/WE UNDERSTAND THAT IF OUR TENDER IS SUCCESSFUL, OUR RESPONSES TO THIS INVITATION TO TENDER WILL BE INCORPORATED INTO THE CONTRACT AWARDED TO US.**

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| **Signed** |  |
| **Name** |  |
| **Date** |  |
| **On Behalf of** |  |
| **Position** |  |

A Director or other Senior Representative must verify this document.

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER. FAILURE TO FULLY COMPLETE AND SIGN THE CERTIFICATES MAY LEAD TO THE REJECTION OF YOUR TENDER.**