



## **CONDITIONS OF TENDER**

### **1 TERMS AND CONDITIONS**

Failure to comply with these Instructions and Conditions may invalidate your tender

### **2 PREPARATION OF TENDER**

**2.1** Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of tenders.

**2.2** Tenderers are required to complete and provide all information required by the Council in accordance with the Conditions and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Council at its discretion to reject a tender.

**2.3** The submission of false or incorrect information or declaration(s) will invalidate the tender, and if not identified by the Council until after the award of the Contract will be considered a fundamental breach of the contract.

**2.4** A fully compliant bid must be submitted. Tenderers must not submit a variant bid unless specifically invited to do so. Where a variant bid is permitted this shall be in addition to the original tender submission and must be free of qualifications, fully priced and complete.

**2.5** Tenderers shall be responsible for their own costs and expenses in connection with or arising out of their response to this Invitation to Tender.

### **3 CONFIDENTIALITY**

(a) The Invitation to Tender is supplied to tenderers on condition that it is used in connection with the preparation of Tenders and for no other purpose. The information contained in the Invitation to Tender is confidential and must not without the Council's prior written consent be copied, reproduced, distributed or passed to any other party, other than as strictly required by tenderers in order to obtain appropriate professional advice or for the preparation of tenders. Where information is disclosed in such circumstances then it shall only be disclosed where an undertaking in the same terms as this Condition 3 regarding confidentiality is first obtained in writing from the receiving party.

(b) Tenderers should note that the Council is subject to the provision of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR). Information provided by a tenderer may be subject to disclosure under the applicable regime. In the event that a tenderer considers that any information supplied by it is commercially sensitive or confidential in nature, this should be specifically highlighted and the grounds cited upon which the tenderer considers the information is

exempt from disclosure. Whilst the Council shall afford reasonable consideration to any representations made by the tenderer, the Council does not accept any duty of confidence in relation thereto and shall disclose the information if, acting in good faith, it considers itself bound to do so.

#### **4 CANVASSING**

Any tenderer who directly or indirectly canvasses any member, employee, agent or Consultant of the Council concerning the award of the Contract and/or the process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such member, employee, agent or Consultant concerning any other tenderer, tender or proposed tender is likely to be disqualified.

#### **5 COLLUSIVE BEHAVIOUR**

**5.1** Any tenderer who:

**5.1.1** fixes or adjusts the amount of its tender by or in accordance with any agreement or arrangement with any other party, or

**5.1.2** communicates to any party other than the Council the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security), or

**5.1.3** enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender, or

**5.1.4** enters into any agreement or arrangement with any other party as to the amount of any tender submitted, or

**5.1.5** offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or omission

shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a tenderer may attract) be disqualified.

#### **6 REPRESENTATIONS AND WARRANTIES**

**6.1** Whilst the information in the Invitation to Tender has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the Invitation to Tender or with respect to any written or oral information made or to be made available to any tenderer or its professional advisers.

**6.2** Each tenderer to whom the Invitation to Tender is made available must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract. For the avoidance of doubt only XXXXXX (or such officer as he may designate in writing) of the Council is authorised to provide or clarify any information in relation to the Invitation to Tender:

**7. FORM OF TENDER**

7.1 Tenders must be submitted with the official Form of Tender provided with the tender documents. The Form of Tender must be completed in all material respects. Tenders not complying with these requirements may be rejected.

7.2 Tenders must be accompanied by the documents listed at XXXX.

7.3 All documents requiring a signature must be signed

7.3.1 where the tenderer is an individual by that individual

7.3.2 where the tenderer is a partnership by two duly authorised partners, or

7.3.3 where the tenderer is a company by two directors or by a director and the secretary of the company such persons being duly authorised for that purpose.

**8. PRESENTATION**

8.1 The tenderer may be asked to make a presentation of their Tender and answer relevant questions at the Council's premises at no cost to the Council in order that the Council can assess tenders in more detail.

**9. CONTACT**

9.1 In the event that a tenderer wishes to obtain further information or clarification before submitting their proposals, the Council shall endeavour to answer written enquiries which must be received no later than five working days before the final date for the return of the completed tender.

9.2 In the first instance tenderers should write to XXXX, Stratford-on-Avon District Council, Elizabeth House, Stratford upon Avon, Warwickshire, CV37 6HX or email XXXXX.

**10. SUBMISSION OF TENDER**

a. The checklist and the documents listed at Section XX must be completed signed and returned to:

**Head of Resources,  
Stratford-on-Avon District Council,  
Elizabeth House,  
Church Street,  
Stratford upon Avon,  
Warwickshire,  
CV37 6HX.**

**TENDERS TO ARRIVE BY 10.00 A.M. ON XXXX**

***Further details of key dates in the award process to go here to include interviews, award of contract and start date, and details of the evaluation criteria to be applied***

A submitted tender is an irrevocable offer by the tenderer and the tenderer separately undertakes to the Council that in return for consideration being given to its tender, that tender will remain open for acceptance by the Council for a period of 3 calendar months calculated from the day following the closing date for receipt of tenders.

- b. The tender must be submitted in an A4 format (not e-mail) with any larger scale documents clearly marked and annexed to the main documentation. The Council requires XX copies - XX bound and one unbound - of the Tender including any supporting documents.
- c. If there appears to be an arithmetical error in a submission or supporting information the tenderer will be invited to clarify their bid. In respect of any other apparent error, the tenderer will be invited to confirm their tender as submitted or else withdraw it.
- d. The tender shall be submitted in a plain sealed envelope which bears the word 'Tender' followed by XXXXX. The envelope or parcel shall not bear any name mark or frank by which the tenderer can be identified. If the tenderer can be identified from the envelope or parcel the Tender may be disqualified.
- e. The Council may at its own absolute discretion extend the closing date and the time specified for submission.
- f. Any extension granted will apply to all Tenders.

**11. TENDERERS WARRANTIES**

In submitting its tender the tenderer warrants, represents and undertakes to the Council that:

- (a) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the tender.
- (b) It has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender.
- (c) It has full authority to enter into the contract and will if requested provide evidence of the same to the Council.

**12. ACCEPTANCE AND AWARD OF CONTRACT**

12.1 The Council does not undertake to accept any tender but may at its discretion accept in writing all, or part of a tender. The effect of such acceptance shall be to create a contract between the Council and the tenderer expressly incorporating the Form of Tender, the Conditions of Contract, any Special Conditions of Contract, the Specification, any method statements, the Pricing Schedule, the Collusive Tendering certificate, the Canvassing Certificate and any Contract Drawings (“the Contract Documents”). The tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Council the tenderer will within 14 days of being called upon to do so by the Council execute formal contracts in the Form of Contract as set out at Schedule 1 of the Invitation to Tender.