

## Instructions and Conditions of Tender

### 1 Timetable

Date	Task	Action
2:00pm on Friday 15 <sup>th</sup> July 2022	Closing date for submission of Tenders	Participants submit Tender to the Council
Monday 1 <sup>st</sup> August 2022	Anticipated contract award date	Council advises all Participants as to whether they have been successful.
Monday 15 <sup>th</sup> August 2022	Anticipated contract start date	Operator can commence operations on site.

This timetable is indicative only and the Council reserves the right to change it at its discretion.

### 2 Council contact

If you have any questions or require any clarifications, please contact the email below:

[procurement@ribblevalley.gov.uk](mailto:procurement@ribblevalley.gov.uk)

Other than via the email above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this invitation to tender (ITT) or any other matter relating to the Contract.

Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.

### 3 Submission of Tenders

Participants must submit their Tender by post no later than the date and time shown in the timetable above. Tenders submitted by facsimile or electronic transmission will not be considered.

Tenders are to be sent to:

Head of Legal and Democratic Services,  
Council Offices,  
Church Walk,  
Clitheroe,  
Lancashire,  
BB7 2RA

Tenders must be submitted in a plain sealed envelope or package which shall bear

the words “TENDER: Dewhurst Road, Langho – Surfacing Improvements” and shall not bear any name or mark indicating the sender.

#### **4 Conditions for Participants**

This ITT, together with any documentation, information or communications made or provided by the Council in connection with this ITT:

- does not constitute an offer, representation or contract by or between the Council and any Participant;
- does not bind the Council to accept any Tender in whole or part received from any Participant in connection with the ITT nor to enter into a contract with any Participant in connection with the ITT.
- comprises information which the Council has taken reasonable steps to verify is accurate and complete as at the date of issue of the ITT but which may nevertheless include inaccurate, selective information and be subject to change; and
- supersedes all previous information, documentation and communications received by the recipient from the Council in respect of the subject matter of the ITT.

The Participant:

- acknowledges that the information in the ITT is subject to revision and may contain inconsistencies, errors and omissions;
- should seek legal and financial advice as needed;
- is solely responsible for obtaining all information required to prepare its Tender;
- shall make clear in their Tender any constraints, dependencies and assumptions;
- shall keep their Tender valid and open to acceptance for a minimum of 2 months; and
- will bear its own costs, expenses and liabilities incurred in the preparation of its Tender.

## **5 Inducements and Competitive Tenders**

The Participant must not at any time during the selection process, of which this ITT is part, commit any of the following acts:

- communicate to any person or persons the amount or approximate amount of the Tender;
- fix or adjust the amount of the Tender by or under or in accordance with any arrangement or contract with any other person or persons;

The Participant must also disclose to the Council any connection with any employee or member of the Council which could affect the outcome of the bidding process.

## **6 Confidentiality**

The contents of this document together with all other information, materials, specifications or other related documents provided by the Council shall be treated at all times by the Participant as confidential information.

Subject to section 7 below the Council in turn confirms that it will treat all information provided to it by the Participant as confidential and further confirms that such information shall not be disclosed by it to any third parties other than its advisers and consultants.

All intellectual property rights in this document and all materials provided by the Council or its professional advisers, unless specifically stated otherwise shall remain the property of the Council and are protected by copyright.

## **7 Freedom of Information Act and Environmental Information Statement**

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR"). As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information necessary to fulfil its obligations under the Act or EIR.

## **8 Clarification Meetings, Site Visits and Interviews**

The Council reserves the right to hold clarification meetings, site visits and interviews as it considers appropriate both before and after Tender submission. Responses to any questions you submit may, at the Council's discretion be circulated to all Tenderers.

## **9 Corporate Requirements**

The Council has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. The Council is delivering its services when a contractor is delivering services on behalf of the Council. It is therefore incumbent upon the Council to ensure that these statutory requirements are carried out by any contractor that is working for the Council. Consequently, the Council is looking for a commitment within Tenders to assisting the Council in these duties. The Council does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Tenderer believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their submission.