

INSTRUCTIONS FOR TENDERING

DONV 016 – Library Shelving for Shropshire Libraries

FURTHER COMPETITION conducted under ESPO
Framework Agreement 695_20 Furnishing Solutions
for Libraries, Learning Resource Centres and Other
Public Spaces.

Contract Description:

Shropshire Libraries is a network of 21 libraries of varying size and building type.

We have been successful in gaining funding to allow us to update our shelving in our main 6 libraries. Much of our current shelving is due to be upgraded and this grant allows us buy moveable shelving to be able to create flexible and modern spaces.

We are looking to be able to buy shelving which fits in to the different 6 libraries so will be needing a variety of wood and metal finishes – depending on library branch. The shelving units will need to be delivered and installed at each premises, and in the main, existing shelving removed and disposed of.

In this present instance, the Customer is issuing this Invitation to Tender as a Further Competition of ESPO Framework 695_20.

Index

Section	Description
1.0	Invitation to Tender
2.0	Terms and Conditions
3.0	Preparation of Tenders
3.1	Completing the Tender Response Document
3.2	Tender Preparation and Cost
3.3	Parent Company Guarantee
3.4	Warranty
4.0	Tender Submission
5.0	Variant Bids
6.0	Tender Evaluation
7.0	Clarifications
8.0	Continuation of the Procurement Process
9.0	Confidentiality
10.0	Freedom of Information
11.0	Disqualification
12.0	E-Procurement
13.0	Award of Contract
13.1	Award Criteria
13.2	Award Notice
13.3	Transparency of Expenditure
14.0	Value of Contract
15.0	Acceptance
16.0	Payment Terms
17.0	Liability of Council
18.0	Attendance at Committee
19.0	Declaration

1.0 Invitation to Tender

- 1.1 You are invited to tender for Library Shelving for Shropshire Libraries under a further competition under ESPO Framework 695_20.
- 1.2 Tenders are to be submitted in accordance with the draft contract terms, and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the draft terms and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) 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 the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited

to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 25 August 2023**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a “Variant Bid”. However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the “Compliant Tender”) . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer’s submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

7.4 All queries should be raised as soon as possible (in writing), in any event not later than **18th August 2023**.

7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

9.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

9.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of

the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be 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. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including the Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 18th September 2023.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 **Declaration**

We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council.



FURTHER COMPETITION

conducted under ESPO Framework Agreement

695_20 Furnishing Solutions for Libraries, Learning Resource Centres and Other Public Spaces.

DONV 026 – Shelving for Shropshire Libraries

TENDER SUBMISSION

(Part B)

**THIS DOCUMENT IS TO BE COMPLETED BY THE TENDERER
AND SUBMITTED TO Shropshire Council**

Closing date for submission of Tender

Noon, 25 August 2023

CONTENTS






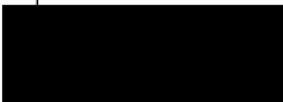
This is Part B for completion by the Tenderer and return to the Customer in accordance with the instructions given in Instructions for completing and submitting a Tender (section 5 of the Invitation to Tender, Part A).


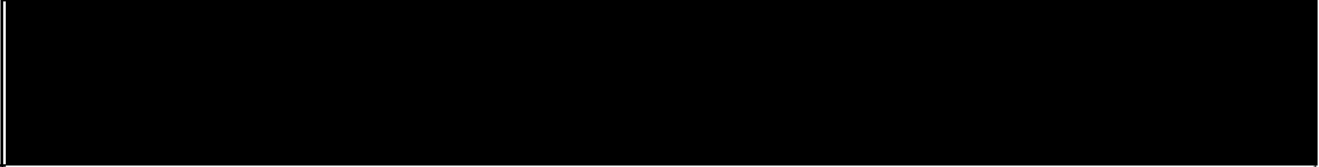

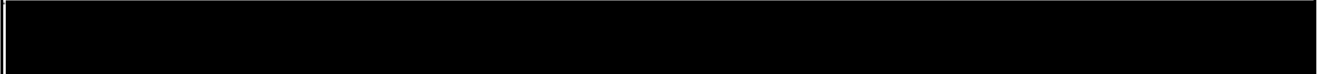
PART B

1.	ORGANISATION DETAILS AND GENERAL INFORMATION	[3]
2.	RESPONSE TO REQUIREMENT AND SPECIFICATION	[5]
3.	SOCIAL VALUE	[7]
4.	PRICING SCHEDULE	[10]
5.	FREEDOM OF INFORMATION EXCLUSION SCHEDULE	[12]
6.	TENDERING DECLARATION	[13]
7.	QUALIFICATION OF OFFER.....	[15]
8.	ENCLOSURES CHECKLIST.....	[16]

1. ORGANISATION DETAILS AND GENERAL INFORMATION

Questions within section A1 and A2 below are asked for information purposes only and the responses will not be evaluated. The answers do however give the evaluation panel an overview of the organisation and its structure so it is important these are completed in full.


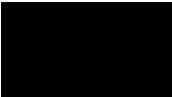
A1.	ORGANISATION DETAILS	
1.1	Please state the full name of the organisation submitting this Tender:	
		
1.2	Please state the registered office address:	
		
1.3	Please state the company registration number:	
		
1.4	Please state the VAT registration number:	
		
1.5	To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of the Customer?	
	If yes, please provide details: 	

A2.	CONTACT DETAILS (for communications, correspondence and enquiries relating to this Tender submission)
2.1	Please state the contact's name, and position within the organisation: 
2.2	Please state the contact's address: 
2.3	Please state the contact's telephone number: 
2.4	Please state the contact's email address: 

2. RESPONSE TO REQUIREMENT AND SPECIFICATION

COMPLIANCE WITH SPECIFICATION

Tenderers must provide a response to the Compliance within Specification section included below. Tenderers should note that this section will be assessed on a Pass/Fail basis. Therefore, if a Tenderer cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and will be excluded from further consideration. Tenderers should confirm by deleting the inappropriate answer.

I confirm we comply with all elements of the requirement and specification as outlined in section 2 of this Invitation to Tender.	
Please use the space below to outline any areas where you cannot comply, or to provide any further information regarding compliance with the specification that you have not been able to state elsewhere in your Tender submission.	
	

RESPONSE TO QUALITY QUESTIONS

Tenderers must provide method statements in response to the quality questions below, to describe how they will meet the requirements of the Contract. There are 7 quality questions in total.

Tenderers are required to respond to all of the quality questions below. Questions should be answered in full and should not refer to other documents or appendices.

For each method statement, there is a maximum word limit of approximately 500 words. Please adjust as necessary the size of the 'response' box in order to accommodate your response. In order not to make this document too lengthy the response boxes are currently at minimum size; Tenderers should expand the box to accommodate their response as needed. Tenderers are advised that their response should be detailed but concise, responding to the question as succinctly as possible.

When answering 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.

Tenderers 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.

6. TENDERING DECLARATION

In response to the Invitation to Tender for the provision of Furnishing Solutions for Libraries, Learning Resource Centres and Other Public Spaces dated [DD Month YYYY], I/We, the undersigned, confirm that in submitting a Tender against this Contract that I/We

- 1 Undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
- 2 Understand that the Customer is not bound to accept any Tender it receives.
- 3 Certify that I/We have not done, and I/We will not, at any time before the notification of Tender results, do any of the following:
 - 3.1 Communicate to any person other than the person calling for the Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender is necessary to obtain insurance premium quotations required for the preparation of the Tender;
 - 3.2 Enter into any agreement or arrangement with any person that he/she shall refrain from Tendering or as to the amount of any Tender to be submitted;
 - 3.3 Offer to pay or give or agree to pay 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 this or any other Tender or proposed Tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporate; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.
- 4 Contract and agree, on the acceptance of this Tender, in whole or part, to perform the Services detailed in the Specification, at the prices and terms quoted, and in accordance with the call-off Terms and Conditions of the Framework Agreement.
- 5 Accept the call-off Terms and Conditions of the Framework Agreement, to which this Tender is my/our response, and I/we undertake to perform any Contract awarded as a result of this Tender in strict conformity with those Terms and Conditions.
- 6 Understand that my/our responses to the questions posed in this Invitation to Tender including any explicit or reasonably implied undertakings, will form part of any Contract subsequently entered into between myself/ourselves and the Customer.
- 7 Confirm that if our Tender is accepted we will, if required, upon demand:
 - (a) Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
 - (b) Sign a formal Contract document if required;
- 8 Agree that unless and until a Contract is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
- 9 Certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Invitation to Tender. I/We

understand that false information could result in my/our exclusion from further participation in this and future Tender processes.

This Tendering Declaration should be signed by a director, partner or other senior authorised representative in his/her own name and on behalf of the organisation.

8. ENCLOSURES CHECKLIST

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS TENDER.

To ensure your Tender submission is evaluated properly, the Customer needs to have a complete response from you.

Before returning this document, please check you have answered all sections and ensure that you have enclosed any relevant documents by completing the checklist below.

Please tick the appropriate box where you have completed the section.

CHECKLIST:	
Please also ensure that you have:	Tick Below
Completed the Organisation Details section.	
Answered all questions and provided responses to the method statement questions in section 2, Response to Requirement and Specification. <i>(Your Tender will be non-compliant if you have not completed this schedule)</i>	
Completed the Social Value proposal <i>(Your Tender will be non-compliant if you have not completed this schedule)</i>	
Completed the pricing schedule in full as directed. <i>(Your Tender will be non-compliant if you have not completed this schedule)</i>	
Completed the Freedom of Information Exclusion Schedule.	
Signed the Tendering Declaration. <i>(NB it must be signed by suitably senior personnel as directed)</i>	
[Completed the Qualification of Offer section.]	