



LEYBURN TOWN COUNCIL

PART B

Instructions to Tenderers

Thank you for your interest in this procurement opportunity with Leyburn Town Council. This section provides guidance on how to prepare and submit your tender.

Please read all instructions carefully to ensure compliance with the requirements.

The procurement procedure being followed is an open tender process. All interested parties are invited to submit a tender response.

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Section 1 – Instructions

1.1 Introduction

This contract is being set up for use by the Council and any related services as needed.

1.2 Procurement Process

The Council is using a **tender process** to select a supplier for this contract. This means that all valid and complete tenders submitted will be reviewed and assessed.

The following principles and thresholds apply:

Compliance: All purchasing and contracting must comply with Leyburn Town Council's **Financial Regulations**.

Procurement thresholds: Depending on the total value of the contract (including VAT), the following rules apply:

- **Over £60,000** – A **formal tender process** is required, with at least **three written tenders** invited or the opportunity **advertised publicly**.
- **Over £30,000** – The process must comply with the **Public Contracts Regulations 2015** (or any replacement legislation).
- **Over £3,000 (excluding VAT)** – Obtain at least **three fixed-price written quotations**.
- **Between £1,500 and £3,000 (excluding VAT)** – Obtain at least **three estimates**, which may include online or historic pricing.
- **Below £1,500** – A single written quotation may be accepted, provided value for money is demonstrated.

No contract splitting: Contracts must **not** be broken into smaller parts to avoid these thresholds or to bypass tendering requirements.

If the Council considers that extra information, a Q&A response, or a change to the original tender documents is significant, it may, at its discretion, **extend the tender deadline** for all bidders. However, once the deadline for submitting questions has passed, any request to extend the deadline will probably be refused.

The Council will **not pay or reimburse any costs** involved in preparing or submitting a tender.

The Council also reserves the right **not to award a contract** at all following this process. No agreement is binding until both the Council, and the successful bidder have **signed and dated a formal contract**.

1.3 Tender Preparation

It is your responsibility to ensure you fully understand the tender documents and complete them correctly. If anything is unclear, you must ask for clarification. The Council accepts **no responsibility** for tenders that are completed or submitted incorrectly.

Tenders must not include any conditions, qualifications, or additional statements that could make your offer uncertain. Such tenders are very likely to be rejected. The Council's decision on whether a tender is acceptable will be **final**.

Section 2 – Evaluation Process

All tenders will be evaluated in accordance with the principles of fairness, transparency, and value for money. The evaluation will be conducted by the full Council.

Tenders will be assessed against the criteria outlined in Part A – Project Brief and Specification. Each criterion will be scored based on the quality and completeness of the response.

The Council may seek clarification from tenderers during the evaluation process. Clarifications must be provided promptly to avoid delays.

2.1 Evaluation Principle

The Council will award the contract to the tender that offers the **best overall value**. The **lowest price** will not automatically win. The Council will select the tender that offers the **best value overall**, considering quality, compliance, experience, sustainability, and social value.

Each tender will be assessed using the following criteria:

- **Quality**
- **Price**

2.2 Evaluators

Tenders will be reviewed by an **evaluation panel** made up of Council officers. Where appropriate, the panel may also include **residents or representatives from other organisations** chosen by the Council. This ensures that a broad range of knowledge and experience is used during the evaluation.

2.3 Compliant Submission

All tenders must fully follow these instructions.

Tenders must not include any conditions, qualifications, or extra statements that could make the offer unclear. Only tenders that are unqualified and unconditional will be considered. The Council's decision on whether a tender meets the compliance requirements will be final.

You must ensure that all required documents are submitted, including:

- **A fully completed Part C – Bidder's Response** comprising of:
 - A signed declaration
 - All required reference information

- The Pricing Document, fully and accurately completed
- The Method Statements (used to assess quality), fully completed responding to the quality requirements listed in **Part A – Project Brief and Specification**.
- Any supporting documents, clearly labelled
- **Evidence of all required insurance cover and any other relevant certificates demonstrating compliance with legal and contractual obligations**

Failure to include any of the above may result in your tender being treated as incomplete or non-compliant and may lead to rejection.

Any sections left blank, information provided in the wrong format, or unnecessary material included may result in a score of zero for that part of your submission.

2.4 Price Evaluation

You must submit all pricing information using the **Pricing Document** provided.

For assessment purposes, a **total price** will be calculated from your submission

If any errors are found in the pricing submission or supporting documents, or if a calculation mistake is identified, the bidder will be contacted and asked to **confirm or withdraw their tender**.

2.5 Quality Evaluation

You must provide **method statements**

2.6 Generally

During the evaluation process, the Council may ask bidders for **clarifications** to make sure it fully understands the proposals submitted.

This could include a **meeting with Council officers** to discuss your tender in more detail. However, once your tender has been submitted, you will **not be allowed to add or change** any part of it.

Based on the clarification process, **scores may be adjusted up or down** depending on the information provided.

2.7 Awarding the Contract

After the evaluation, the **highest scoring tender** will be identified as the preferred bidder.

Before awarding the contract, the Council may ask the successful bidder to provide **evidence** to support any information that was **self-certified**, and will carry out **financial stability checks** as part of its final due diligence.

If there are serious concerns about the bidder's financial stability, or if the bidder fails to provide the requested evidence, the Council **may decide not to award the contract**.

Once the evaluation process is complete, all bidders will be **notified at the same time** of the Council's decision.

The successful bidder will then be asked to **sign or formally execute the written contract**. The Council will provide full instructions on how to complete this process.

Bidders must **not begin any work or make any commitments** related to this tender until the contract has been properly signed. The Council will **not pay** for any work or costs incurred before the contract is formally in place.

Section 3 – Conditions of Tender

By submitting a tender, the bidder agrees to be bound by the terms and conditions set out in this document. The Council reserves the right to cancel the procurement process at any time.

Tenderers must not engage in any collusive or anti-competitive behavior. Any evidence of such conduct will result in disqualification.

The Council may conduct financial and legal checks on tenderers prior to awarding the contract. Tenderers must cooperate fully with any such checks.

All information provided in the tender must be accurate and complete. Misrepresentation may result in exclusion from the process or termination of any awarded contract.

3.1 Tender Return

Tenders may be submitted either:

- **Electronically**, as a **zipped folder** containing all required documents listed in Section 2.3.
 - Documents must be returned in the same format they were provided.

- PDFs are acceptable for text documents, but any spreadsheets must be returned as **Excel files (.xlsx)**.

OR

- **By hand or post**, delivered to the Town Council office.
 - The envelope must be **clearly labeled** with the **tender number** on the front, and
 - **Addressed to:**
Leyburn Town Council
Thornborough Hall
Leyburn
DL8 5AB

All submissions must be written in English, and all pricing must be provided in pounds sterling (GBP).

3.2 Information to Consider

When preparing your tender, only use the information:

- in this **Invitation to Tender (ITT)** document,
- in any **attached documents**, or
- any **messages or clarifications** sent through by the Council.

Do **not** rely on any other information or sources.

Submissions must be received by the stated deadline. Late submissions may not be considered.

Please note: **Questions submitted less than one week before the closing date may not be answered.**

3.3 Code of Conduct

By taking part, you agree **not to discuss** your tender or the process with **anyone** except those named by the Procurement or Project Manager.

This includes Council staff, Councillors, residents, other tenderers, or the media.

Breaking this rule may:

- breach confidentiality or data protection laws,

- be seen as **anti-competitive, collusive, or corrupt**, and
- result in your tender being **disqualified**.

You must **not** try to influence the Council or seek public support for your tender in any way.

3.4 Procurement Rules and Requirements

All procurement activities carried out under this tender must follow the **Council's Financial Regulations** and **Standing Orders**, as well as any relevant **UK Public Procurement Law**.

3.5 Insurance and Responsibility for Damage

The Contractor must have **Public Liability Insurance of at least £5 million** and give the Council a copy of a valid insurance certificate before starting work.

The Contractor must take full responsibility for any injury, loss, or damage caused by their work or negligence.

If any damage happens to property during the work, the Contractor must tell the Council straight away and pay the full cost of repairs.

3.6 Financial Stability of the Successful Tenderer

Contractors must provide the following:

- Sufficient **insurance cover**.

For contracts over £30,000.00 You must demonstrate and complete the **Business Questionnaire** or **Standard Selection Questionnaire** to show your organisation's **financial stability**.

- A **minimum turnover** (as stated in Part A – Project Brief and Specification), which may be **up to twice the contract value**.
- **Financial ratios** showing that your company is stable and low-risk:
 - Your **current assets must be higher than your current liabilities** in your latest audited accounts.
 - **Private companies** must file accounts within **9 months** of year-end; **public companies** within **6 months**.
- Compliance with **tax, social security, and other legal obligations**.

The Council may check your **credit report** or ask for further evidence.
If you can't provide suitable evidence or assurance, your tender may not be evaluated.
You should complete the questionnaire **before** submitting your tender to ensure your company is financially capable.

3.7 Representations

Only the information contained in the **signed contract documents** will be legally binding. Statements made by Council staff that are **not in the contract** cannot be relied upon or used as grounds for complaint or compensation.

3.8 Qualification

Do **not** add conditions, qualifications, or assumptions to your tender.
Conditional tenders are likely to be **rejected**.

You are responsible for gathering all information you need to prepare your tender and for checking its accuracy.

The Council accepts **no responsibility** for any errors or losses caused by relying on general information it provides.

3.9 Law and Jurisdiction

All tenders must be in **English** and priced in **GBP (£)**.

The resulting contract will be governed by **English law**, and any disputes will be handled by the **English courts**.

3.10 Tenders Excluded

Your tender will **not be considered** if you or anyone on your behalf has engaged in **corrupt practices** or **canvassing**.

Corrupt practices include:

- Offering or accepting money or favours to influence a public official improperly.

Canvassing means:

- Trying to gain support or inside information about another tender.

If such behaviour is discovered after award, the contract may be **terminated**, and **damages claimed**.

Tenders that are **incomplete, inaccurate, submitted late, or sent incorrectly** will also likely be **rejected**.

3.11 Abnormally Low Prices

If your prices seem **too low to be realistic**, the Council may ask for clarification.

If your explanation isn't satisfactory, your tender may be **rejected** as **inadequate or incomplete**.

In some cases, you may need to explain your pricing in a **written statement** as part of your submission.

3.12 Price Manipulation

If your pricing appears designed to unfairly influence scoring (for example, with inconsistent pricing), the Council may ask for clarification.

If not satisfied, your tender may be **disqualified**.

3.13 Blacklisting

You must confirm that your organisation **has not taken part in blacklisting** (the illegal exclusion of workers) in the past **three years** and **will not do so** in the future.

If you cannot confirm this, the Council will review your case before deciding whether to exclude you.

3.14 Anti-Corruption and Collusive Tendering

If you submit a "cover price" (a fake or non-serious tender), the Council may **reject it** and may **report** it to authorities.

By submitting a tender, you confirm that you have **not**:

- Offered or accepted any bribe or reward to influence this contract.
- Committed offences under the **Bribery Act 2010** or **Local Government Act 1972**.
- Fixed or shared tender prices with others.

- Disclosed your tender price to another party (except for necessary legal or financial advice).
- Agreed with another bidder not to compete or to influence prices.

Doing so may lead to **disqualification** and **legal action**.

3.15 Freedom of Information and Data Protection

Under the **Freedom of Information Act 2000** and **Environmental Information Regulations 2004**, the Council may have to release information it holds.

If you believe certain information should remain confidential, clearly mark it and explain why — but the Council will make the **final decision** on disclosure.

If your contract involves handling personal data, you must comply with the **Data Protection Act 1998** and be properly **registered**.

3.16 Public Rights of Audit

Under the **Local Audit and Accountability Act 2014**, members of the public can inspect certain Council records, including contracts.

Sensitive or personal data will be protected where legally possible.

The Local Audit and Accountability Act 2014 gives interested members of the public, for a limited period each year, access to the Council's accounting records. For the purposes of this exercise, the Council's records include contracts that the Council has with its suppliers. You should note that any contract awarded after this procurement may be disclosed to a member of the public during the audit period. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 and any commercially sensitive or confidential material that would, in the Council's judgement, fall within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

3.17 Government Transparency Initiative

Local authorities are required to publish details of contracts worth over £500 and £5,000. Specifically, they must publish details of all expenditure that exceeds £500, and for contracts exceeding £5,000, they must publish details of every invitation to tender and contract information on their websites.

If you win the contract, it may be made public, except for legally confidential sections.

3.18 Warranties

By submitting a tender, you confirm that:

- All information you've given is **true and accurate**.
- You have done your own research and are **not relying** on any assumptions by the Council.
- You have the **authority, skills, and resources** to carry out the work.
- You are **financially stable**.
- You will **not claim ownership or control** over any Council property you use during the contract.

3.19 Collateral Warranties

If your contract includes design work by a subcontractor, the Council may require them to provide a **collateral warranty** in a **Council-approved format**. A **collateral warranty** is a separate agreement linked to the main contract. It gives a **third party** (such as a funder, tenant, or owner) the right to take action if there are problems with the **design or workmanship**. It creates a **direct contractual link** where one didn't exist before, extending the contractor's or designer's **duty of care** to that third party.

3.20 Health and Safety

If awarded the contract, you must follow the **Health & Safety at Work Act 1974** and any related safety regulations.

3.21 Living Wage Compliance

The Council is committed to fair pay and pays its staff in line with the Living Wage Foundation rate. Contractors and subcontractors are required to ensure that all staff who:

- work two or more hours per day,
- on Council premises or land,
- for eight or more consecutive weeks,

are paid at least the Living Wage Foundation rate for the full duration of the contract.

It is the contractor's responsibility to ensure compliance with this requirement, and your tender pricing must reflect the associated costs. Failure to meet this obligation may be considered a breach of contract.

3.22 Social Value (Public Services (Social Value) Act 2012)

The Council wants tenders that benefit the **local community**.

You should show how your proposal supports:

- Local supply chains and partnerships
 - Local recruitment and apprenticeships
 - Community or sponsorship projects
-

3.23 Conditions of Contract

The contract conditions are in **Part A – Project Brief and Specification**.

By submitting a tender, you agree to these **without changes**.

They cannot be negotiated before or after submission.

3.24 Sub-Contracting

You may only use subcontractors with the **Council's written permission**.

All subcontracts must meet the same standards as the main contract and be shared with the Council upon request.

3.25 Specification and Supporting Information

Read all project information carefully.

You must ensure your tender fully meets the requirements and pricing.

No changes can be made after the closing date.

3.26 Purchase Orders and Invoices

Only official **Council Purchase Orders** count as valid orders.

Do **not** act on verbal or personal email instructions.

Invoices without a valid **Purchase Order number** will **not be paid**.

- **Record keeping:**

All procurement decisions, quotes, and tenders must be **properly recorded** and retained in line with the Council's **document retention policy**.

- **Transparency and fairness:**

Every tender must be conducted **openly, fairly, and without favouritism**. All suppliers must have an **equal opportunity** to compete for Council contracts.

3.27 Changing or Cancelling the Tender Process

Leyburn Town Council can, at any time, change, pause, or cancel this tender process.

This could include changing deadlines, timescales, or other parts of the process.

If this happens, the Council will tell all tenderers in writing.

The Council will not be responsible for any costs or losses you may have because of such a change, cancellation, or delay.

3.28 Ending the Contract Early

Either the Council or the Contractor can end the contract at any time, for any reason, by giving the other party at least **six (6) months' written notice**.

This will not affect any rights or obligations that existed before the contract ends.

3.29 Council Liability

Nothing in these tender conditions or in any resulting contract will limit or remove the Council's legal responsibility for fraud, dishonesty, or anything else that cannot be limited by law.

3.30 How Long Tenders Must Stay Open

Your tender offer must stay open for acceptance by the Council for **at least 90 days** after the tender closing date.

If your tender is not valid for this period, it may be rejected.