



**CHORD Programme
Economic Impact Assessment and Perception Surveys**

Tender for Professional Services

RETURN DATE: 12 noon, Friday 4 December 2009

**Robert Pollock
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Argyll & Bute Council
Development Services
Kilmory
Lochgilphead
Argyll
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1. Tender Format

- 1.1. This Tender will consist of two elements; a quality submission and a price submission.
- 1.2. Tenderers are required to prepare a submission which will constitute the quality element.
- 1.3. Tenderers are also required to complete the price submission.
- 1.4. The two elements of the tender should be submitted in electronic format via, “the post-box” on the Public Contracts Scotland website to arrive not later than 12 noon on the closing date stated in the Tender document ([see attached guidance](#)).
- 1.5. The complete electronic tender with no pages omitted must be submitted signed by the Tenderer or by a person authorised by the Tenderer. If the signatory is not the Tenderer then the Tenderer must provide at time of tendering written confirmation of the signatory’s authority to bind the Tenderer.
- 1.6. It should be noted that submitted documents must be less than 2Mb in size and if greater will be rejected and will not be added to the submission. In addition the post-box will not accept anymore than 40 individual documents.
- 1.7. Tenderers must not send their tenders by any other means except those stated above.
- 1.8. Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer MUST be entered by the Tenderer on the Form for proposed amendments. Any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any contract which may follow upon this Tender.
- 1.9. The Employer does not bind himself to accept the lowest or any tender and tenders must remain open for acceptance for a period of one hundred and twenty (120 days) from the Tender closing date.
- 1.10. It is the Employer’s intention to award the contract within *15 days* of the tender return date.
- 1.11. The successful tenderer will be required to attend a preliminary meeting with the Programme Manager on *Thursday 17 December 2009 in Lochgilphead at 10am* to discuss the remit and exchange information referred to in this tender. The venue of the meeting will be advised following tender award.

Tenderers should direct tender queries to:

Nicola Debnam, CHORD Programme Manager – nicola.debnam@argyll-bute.gov.uk
T: (01546) 604120

Tenderers should direct queries regarding the use of the procurement portal to:

Emma Turner, Purchasing Officer – emma.turner@argyll-bute.gov.uk
T: (01586) 555205

2. Tender Assessment

- 2.1. The principles of the tender assessment approach have been based on the Construction Industry Board's document "Selecting Consultants for the Team: Balancing Quality and Price" Second Edition.
- 2.2. Each Tenderer's submission is evaluated and scored against quality and price.
- 2.3. The tender assessment will be carried out in two stages; the first stage is to assess the quality submission. A minimum quality threshold of 60 points will be required before any of the submission will be considered for the next stage. Any submission which fails to meet this requirement will be advised and the related price submission will not be examined.
- 2.4. The quality submission will be evaluated against four main headings:
 - The Company
 - Project organisation
 - Key project personnel
 - Project execution
- 2.5. Each of the quality criteria will be marked out of 100 points and each of the criteria will also be weighted. This will produce a total quality score out of 100 points.
- 2.6. Tenderers that achieve a score of at least 60 points will have their price submission examined. Once the scoring is finalised, the financial submissions will be opened.
- 2.7. The three Tenderers with the top scoring submissions will be invited to attend an interview with members of the Programme Team on *Friday 11 December 2009*. The interview will consist of the Tenderer giving a short presentation on their quality submission (10 – 15 minutes), followed by a general discussion on the main issues and outputs required. It is envisaged that the meeting will take 45 – 60 minutes.
- 2.8. Tenderers should ensure that the representative/s of their company attending the interview are the key personnel identified as part of their quality submission in paragraph 3.1.3.
- 2.9. Following the interviews the Programme Team may alter the Tenderers quality submission score to reflect their findings at the interview.
- 2.10. The price submissions will be assessed on the following basis:
 - The lowest tender of those opened will be assigned 100 points;
 - One point will be deducted from the other tenderers for each percentage point above the lowest value.
- 2.11. The quality/price ratio for this project has been established as:
 - 70% quality
 - 30% price
- 2.12. The final quality/price assessment will be determined by multiplying the quality and price scores achieved by each Tenderer by the ratings stated in paragraph 2.10 to give a total score out of 100.

3. Tender Submission Requirements

3.1. Quality Submission

The quality submission shall be grouped under the following four headings with each section being weighted as shown:

- Practice or company 15%
- Project organisation 20%
- Key project personnel 25%
- Project execution 40%

The key aspects to be addressed in the quality submission for each of the quality criteria will include, but not be limited to, the following:

3.1.1. Practice or company (15% of quality marks)

- Organisation
- Quality systems
- Management systems
- Relevant experience of similar projects
- References
- Current workload
- Health and Safety record
- Benchmarking undertaken by the practice or company
- Innovative techniques which the practice or company could bring to this commission

3.1.2. Project organisation (20% of quality marks)

- Organisation of project team
- Authority levels of team members
- Organisation experience of design issue
- Organisation experience of environmental issues (including scoping statements, environmental statements and environmental impact assessments)
- Planning and programming expertise
- Resources to be applied to the project
- Ability to deliver projects within tight timescales

3.1.3. Key project personnel (25% of quality marks)

- Organisation, configuration and location of team
- Qualifications and experience of team members especially on work relating to this type of commission relative to the anticipated scope of works in Section 4
- Understanding of strategic brief
- Compatibility with client and other team members
- Communication skills
- Publication of papers on relevant topics
- Appropriate level of staff resources

3.1.4. Project execution (40% of quality marks)

- Project method and approach
- Management and control procedures

- Environmental, health and safety matters
 - Innovations to the approach / method
- 3.1.5. The quality submission should be clear and concise and prepared under the individual headings stated in paragraph 3.1. The quality submission shall contain **no more than 10 pages**. Staff CVs should be included as an appendix to the quality submission, but each CV should be no more than 1 page. Tenderers are not precluded in their quality submission from discussing the relative individual experience of staff.
- 3.1.6. It should be noted that the information contained in the Quality submission will be referred to and become part of the Contract.
- 3.1.7. The quality evaluation will be carried out by members of the Programme Team.

3.2. Price Submission

- 3.2.1. This work will be paid for on a lump sum basis.
- 3.2.2. Lump sums are to be inserted against the items listed in the table included on page 3 of the price submission taking into account the information contained within this tender.
- 3.2.3. The Tenderer must complete the Form of Agreement.
- 3.2.4. The Tenderer must complete the Price Submission. If the Tenderer feels that there are any items that are not sufficiently covered by the items listed within the price submission, they can enter additional items as appropriate.
- 3.2.5. The Tenderer must complete the Equal Opportunity in Employment confirmation.
- 3.2.6. The Tenderer must complete the Certificate of Non-Collusion.
- 3.2.7. The Tenderer must complete the Assurance relating to unlawful discrimination under the Race Relations Act 1976.
- 3.2.8. The completed tender should be returned as described in Section 1. A countersigned copy of the tender will be returned to the successful Tenderer.
- 3.2.9. The Employer may decide during the course of the contract to add, delete or substitute the work described in Section 4 of this tender.
- 3.2.10. The tender value is expected to be in the order of £50,000 – £60,000.

4. Background Information and Anticipated Scope of Work

4.1. Background Information

4.1.1. Argyll and Bute Council has agreed to an ambitious and forward-looking programme to assist regeneration and economic development in five of its waterfront towns - Campbeltown, Helensburgh, Oban, Rothesay and Dunoon. In November last year, the Council unanimously agreed to allocate more than £30 million to the programme, since named '**CHORD**'. The multi-million pound initiative will see major improvements to the town centres and waterfronts of all five towns.

4.1.2. The Council intend to engage external services to develop a baseline assessment framework for the future monitoring and evaluation of the CHORD programme.

4.2. CHORD strategic aim and objectives

4.2.1. CHORD Programme aim:

- *Contribute to the creation of an attractive, well connected and modern economy.*

CHORD programme objectives:

- *To improve the character, appearance and function of our towns for residents, visitors and investors.*
- *To make our towns places of economic vibrancy that create employment and prosperity for the residents of Argyll and Bute.*

4.2.2. The schemes in each town are:

Project	Project Scope	Allocation
Campbeltown THI	improvements to the heritage and conservation sites of the town through a Townscape Heritage Initiative (THI).	£6.50M
Campbeltown Marina	the re-development of the existing marina and positioning this for an improved market presence.	
Campbeltown – Kinloch Road Regeneration	the physical regeneration of the Kinloch Road area.	
Helensburgh - Town Centre	developing a more sustainable traffic management scheme in the town centre by reducing traffic through the main streets in the town centre, thus enhancing pedestrian movement, creating events space and a street cafe culture.	£6.66M
Helensburgh - West Bay	redevelopment of the West Bay Esplanade between Colquhoun Square and William Street, linking it to the town centre to create an environment suited for leisure strolling with a string of 'event points' along the shore and for much better access by customers to the many local and varied local shops, restaurants, cafes and bar on West Clyde Street.	

Project	Project Scope	Allocation
Oban Bay/Harbour	provision of a pontoon facility and an associated floating breakwater within Oban Bay to provide berthing in the heart of Oban town centre. The pontoons will provide berthing for 60 vessels and will form a transit marina designed for short stay only.	£6.9M
Oban Development Road	design and procurement of the construction of the Oban Development Road to provide sufficient road capacity to deal with the increased traffic levels from future developments identified in the Structure and Local plan and thus prevent gridlock in the town centre.	
Rothesay THI	delivery of a THI which is a Heritage Led Regeneration Scheme for the Rothesay Town Centre Conservation Area.	£2.40M
Rothesay Pavilion	the renovation and improvement of Rothesay Pavilion.	
Dunoon Waterfront	redevelopment and creation of a vibrant and attractive waterfront for Dunoon.	£8.3M
TOTAL		£30.76M

4.3. Overall study objectives

- 4.3.1. This aim is to develop a Benefits Realisation Plan for the programme in order to track benefits. It is likely that many of the anticipated benefits will not start to materialise until after the projects have been delivered.
- 4.3.2. The socio-economic baseline of each town will require to be measured to allow the benefits to be known.
- 4.3.3. The services required will involve undertaking an ex-ante economic impact assessment and perception survey in each of the five towns to enable assessment of the likely socio-economic impacts and benefits of the programme.
- 4.3.4. In addition, Key Performance Indicators (KPIs) will require to be identified to be used in the post-programme economic impact assessment to measure how successful the individual towns and the CHORD Programme has been in achieving its strategic objectives.

4.4. Tender requirements

Tenderers must review the following and take into account in the submission of their tender.

- 4.4.1. The successful Tenderer shall report to the Programme Manager. The following link provides further information, including background information, on the **CHORD** Programme and how it is to be managed.

<http://www.argyll-bute.gov.uk/moderngov/ieListDocuments.aspx?CId=416&MId=3561&Ver=4>

- 4.4.2. An Outline Business Case (OBC) for each project has been prepared and can be viewed via the following link:

<http://www.argyll-bute.gov.uk/moderngov/ieListDocuments.aspx?CId=257&MId=3360&Ver=4>

(Please refer to the Outline Business Case pdf pack, Item 8 of the Agenda and the Printed Minutes.)

- 4.4.3. A Project Initiation Document (PID) has also been prepared for each of the CHORD projects. The PID defines the project in order to form the basis for its management and the assessment of its overall success. The PID also articulates the resources required to progress each project to Full Business Case (FBC). Each PID has been approved by the Programme Management Board and the Council's Executive Committee and the appropriate level of financial resource allocated to progress to FBC. A copy of the PIDs will be provided to the successful tenderer.

- 4.4.4. Ex-ante Economic Impact Assessments.

- 4.4.4.1. The scope of the works anticipated includes:

- review the CHORD Programme's strategic objectives, outputs, outcomes and impacts and comment where applicable;
- review the five towns strategic objectives, outputs, outcomes and impacts and comment where applicable;
- review the economic assessments undertaken in the OBC and other supporting information (e.g. DTZ independent review of the OBC) and comment where applicable;
- following the above reviews consult with the CHORD Programme Manager and various Project Managers to confirm understanding of the brief's requirements;
- provide information on both the qualitative and quantitative economic, environmental and social baseline position for the five towns and the CHORD programme as a whole;
- identify the KPIs to be measured to assess both the CHORD programme and the individual towns performance in meeting its strategic objectives and provide a template for post-project monitoring; and
- provide a practical framework for measuring both qualitative and quantitative economic, environmental and social benefits from undertaking the projects within the CHORD programme.

In undertaking the above tasks, identify, using best practice, economic, environmental and social benefits that derive from investment in the type of projects undertaken in the CHORD programme.

- 4.4.5. Public Perception Surveys

- 4.4.5.1. Perception surveys require to be designed and undertaken in all five towns. i.e. gain an understanding of residents, local businesses and visitors' current perception of the town's environmental, social and economic current standing. This will inform the investment and design of the CHORD projects in each of the five towns.

- 4.4.5.2. The scope of the works anticipated includes:

- define, and in consultation with the Programme Manager, agree the method to be used in each of the five towns in undertaking the perception surveys. The intention is that a mixture of postal, electronic, and telephone surveys will be undertaken. If deemed necessary, face to face surveys will be undertaken but this will be kept to a minimum;
- design the survey questionnaires to be used in each of the five towns;
- in consultation with the Programme Manager draw up a timetable for undertaking the surveys;
- arrange for the survey questionnaires to be completed;
- analyse the findings from the surveys and report on the findings in each of the five towns; and
- draw conclusions and make recommendations for each of the five towns.

It is thought the questionnaires developed for the Business Improvements Districts could be modified to suit the needs of the CHORD towns. Please see the appendices in the following link:

http://www.bids-scotland.com/index.php?option=com_content&view=article&id=37&Itemid=53

This will be discussed with the successful tenderer.

- 4.4.5.3. The **enclosed** Citizens Panel Survey Report for spring / summer 2009 provides some useful background information on the perception of Argyll and Bute citizens to the economic recession (Section 3). Please note that this information cannot be disaggregated to a “town” level. Please treat this information sensitively and do not reproduce.

4.5. Timetable

- 4.5.1. **Ex-ante Economic Impact Assessment** - a draft of the report is required to be submitted by early March 2010. The final report and associated appendices should be submitted to the Programme Manager in pdf format *and* in their original format - e.g. Microsoft Word, Excel, AutoCAD, etc by the end of March 2010.
- 4.5.2. **Perception Surveys** – a draft of the report, covering all five towns, is required to be submitted by mid May 2010. The final reports and associated appendices should be submitted to the Programme Manager in pdf format *and* in their original format - e.g. Microsoft Word, Excel, AutoCAD, etc by the early of June 2010.

5. Contract Information

5.1. The starting date is ten days after Contract award.

5.2. The completion date for each section of the works is as follows:

Ex – Ante Economic Assessment		
Stage	Milestone/ Product/ Activity	Target Date
1	Desk top review of CHORD documents and related reports, consultation with Programme Manager and Project Managers.	Early January 2010
2	Draft economic, environmental and social baseline findings for the five towns.	Mid February 2010
3	Identify KPIs to be used in measuring CHORD Programme and project performance.	Late February 2010
4	Produce a framework for measuring CHORD Programme and project performance.	Late February 2010
5	Draft Economic Assessment Report.	Early March 2010
6	Final Economic Assessment Report.	End March 2010

Public Perception Surveys		
Stage	Milestone/ Product/ Activity	Target Date
1	Define, agree survey method and approach with Programme Manager.	Early January 2010
2	Design survey questionnaires.	Mid February 2010
3	Undertake surveys,	End April 2010
4	Draft report on findings, conclusions, recommendations.	Mid May 2010
5	Final report.	Early June 2010

5.3. Invoices should be submitted as soon as possible after completion of the appropriate section of works. All invoices should be sequentially numbered and sent to:

Sandra Coles
System Support Officer
Argyll and Bute Council
Development Services
Kilomory
Lochgilphead
Argyll
PA31 8RT

5.4. The currency of this contract is pounds sterling and the period within which payments are made is 30 days.

5.5. The Conditions of Contract in Section 6 apply.

6. Conditions of Contract

1 Definitions and Interpretation

1.1 The definitions in this clause shall apply to both the General Conditions of Contract and the Special Conditions of Contract.

1.2 The following expressions shall have the meaning given to them hereunder with respect to the interpretation of the contract except where the context otherwise requires:

- a) "The Contract" means an agreement concluded between Argyll and Bute Council as the contracting authority and the Contractor, including these conditions, any supplementary conditions and all specifications and other documents that are relevant to the Contract.
- b) Conditions means the Conditions referred to in the Contract Documentation and any supplementary Conditions and modification thereof.
- c) "Tender Documents" means the Invitation to Tender, Conditions of Tender and any other accompanying documents submitted by the Tenderer relating to the Contract.
- d) "Tender Specification" means the tender specification that has been sent to prospective tenderers.
- e) "Tenderer" means the person or firm completing the tender document.
- f) The "Goods" means all Goods and materials that the Contractor is required under the Contract to supply or does supply or any services or works that he is required to supply under the Contract.
- g) "Argyll and Bute Council" is a reference to Argyll and Bute Council.
- h) "Council" is a reference to any Councils who are entitled to place orders in terms of the Contract.
- i) The Contractor means the person who by the Contract undertakes to supply the goods or to render such other service for the Council as is provided by the Contract and where the Contractor is an individual or a partnership the expression shall include the personal representatives of that individual or of the partners or either of them as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Council and where the context permits, includes a person whom the Council has agreed to allow to participate in the Contract but who is not at the relevant time a party to a Contract.
- j) "Week" means 7 consecutive days starting Monday and ending on the following Sunday.
- k) "Month" means a calendar month.
- l) "Variation" means a variation in the provisions of the Contract made by notice given by the Council.
- m) "Person" includes a Firm or Company.
- n) Any reference to a "a signature" or "signed" includes reference to a signature being signed using electronic means.

- o) “Electronic means” refers to electronic equipment for the processing (including digital compression) and storage of data which is transmitted, conveyed and received by radio, by wire, by optical means or by other electromagnetic means.
- p) “Written” or “in writing” means any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It may include information which is transmitted and stored by electronic means.

1.3 The masculine includes the feminine.

1.4 The singular includes the plural, and vice versa.

1.5 Reference to an enactment, order, regulation, or similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation, or instrument.

1.6 Any decision act or thing that Argyll and Bute Council is required or authorised to take or do under the Contract may be taken or done by any person so authorised either generally or specially by Argyll and Bute Council.

2 Variation of Contract Conditions

The Conditions of Contract which apply to this Tender may only be varied with the written agreement of Argyll and Bute Council. No terms or conditions put forward at any time by Tenderers or Contractors shall form any part of the Contract unless specifically agreed in writing by Argyll and Bute Council.

3 Capacity to Contract

Tenderers confirm to the best of their knowledge that there are no restrictions of any kind which in any way affect their capacity to contract. If any such restrictions exist or arise, Argyll and Bute Council will have the option to terminate any contract which purports to have been entered into with the Tenderer. The Tenderer shall indemnify Argyll & Bute Council in full for any resulting loss.

4 Submission of Tenders

Tender documents issued to prospective Tenderers may not be passed on to any other party without written permission from Argyll and Bute Council.

4.1 Paper Tenders

Two complete copies of the Tender with no pages omitted must be submitted signed in ink by the Tenderer or by a person authorised by the tenderer. If the signatory is not the Tenderer, the Tender must be accompanied by a letter from the Tenderer confirming that person’s authority to bind the Tenderer.

Tenders must be sealed in the addressed envelope provided, and returned to the address specified on the Tender to arrive not later than 12 noon on the closing date stated on the envelope and the Tender Document.

Tenderers must not make any mark on the official returning envelope which would identify the Tenderer or disclose any detail of the content of the Tender.

4.2 Electronic Tenders

The complete electronic tender with no pages omitted must be submitted signed by the Tenderer or by a person authorised by the Tenderer. If the signatory is not the Tenderer then the Tenderer must provide at time of tendering written confirmation of the signatory's authority to bind the Tenderer.

Completed electronic tenders must be submitted via the e tendering system to arrive not later than 12 noon on the closing date stated on the invitation to Tender and the Tender document.

4.3 LATE OFFERS WILL NOT BE CONSIDERED.

4.4 Argyll & Bute Council takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.

4.5 No promotional material or other documentation may be enclosed with any Tender unless required by Argyll and Bute Council as stated in the tender documents.

5 Entries on the Tender

5.1 Paper Tenders

Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer MUST be entered by the Tenderer on the FORM FOR PROPOSED AMENDMENTS of the Tender and not on the Tender document and any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any contract which may follow upon this Tender. All entries on the Tender must be electronically generated typewritten or made in ink.

5.2 Electronic Tenders

Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer MUST be entered by the Tenderer on the FORM FOR PROPOSED AMENDMENTS. Any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any contract which may follow upon this Tender.

6 Argyll and Bute Council Logo

Tenderers must not use the Argyll and Bute Council logo or disclose any details of any relationship with Argyll and Bute Council to any other party without the prior written consent of Argyll and Bute Council.

7 Advertising & Marketing Information

Tenderers consent to the receipt of marketing and advertising material by electronic transmission from Argyll and Bute Council and/or its approved agents.

8 Use of Recycled Materials

Argyll and Bute Council will consider the use of products containing recycled materials whenever these can be purchased at no extra cost and can be used without adverse effect on the service provided.

8.1 Paper Tenders

If any products offered include recycled materials, Tenderers must provide details on the FORM FOR PROPOSED AMENDMENTS of the tender. Samples of such items may be required on request.

8.2 Electronic Tenders

If any products offered contain recycled materials, Tenderers must provide details in the FORM FOR PROPOSED AMENDMENTS section of the tender.

In addition, Tenderers must state if any products containing recycled materials can be labelled accordingly at no extra cost.

9 Environmental Policy

Tenderers shall not supply any goods or products which may endanger the health of any person, will cause significant damage to the environment during manufacture, disposal or use, which consume a disproportionate amount of energy during manufacture, use or disposal, which cause unnecessary waste, or which contain materials derived from threatened species or environments.

10 Equal Opportunities

Tenderers warrant that, to the best of their knowledge and belief, they have complied with all legislative requirements in respect of ensuring equal opportunity in employment.

11 Pricing and Payment

Tenders will be regarded as FIRM PRICE OFFERS from the start of the contract period unless the Tenderer states otherwise on the FORM FOR PROPOSED AMENDMENTS of the Tender. Prices quoted on the Tender must be strictly nett prices, exclusive of Value Added Tax. Prices will include an allowance for all matters in respect of safety, health and welfare and the conditions of employment of work people and all matters relating to the satisfactory execution of the contract and for insurance of items against loss or damage by fire or by any other cause and against injury to persons and damage to property arising out of or in the course of or caused by the carrying out of the work involved in this contract.

The agreed credit period will be 30 days. Payment of valid invoices will be made by the appropriate Director of Finance or equivalent officer in each Council within 30 days of the date of the invoice issued on or after delivery of the goods or performance of the service conforming to the terms and conditions of this Contract.

Tenderers offering settlement discounts for prompt payments of invoices must state such terms on the FORM FOR PROPOSED AMENDMENTS of the Tender. Any settlement discounts will apply to the nett prices quoted on the Tender.

12 Fluctuating Offers

If a fluctuating offer is accepted, Argyll and Bute Council will be given not less than Sixty days (60 days) clear written notice of any proposed increase in the contract prices. No increase in prices will be made without the written agreement of Argyll and Bute Council. Applications for price increases must comply with any counter-inflation legislation and be accompanied by supporting documentary evidence from an independent source, to the satisfaction of Argyll and Bute Council. Argyll and Bute Council reserves the right to resile from any contract in whole or in part where Argyll and Bute Council considers proposed increases in prices to be unreasonable.

Any decreases in prices must be notified to Argyll and Bute Council and applied immediately.

13 Validity Period

All offers submitted to Argyll and Bute Council must remain open for acceptance for a period of one hundred and twenty (120 days) from the Tender closing date.

14 Post Tender Negotiation

After the closing date and time, Tenderers may not supply any unsolicited information. Following evaluation of the Tenders received, Argyll and Bute Council reserves the right, to enter into negotiations, including negotiations on price, with the Tenderer who has submitted the most economically advantageous Tender or where the contract will be awarded on a shared basis with the Tenderers who have submitted the most economically advantageous Tenders.

15 Acceptance of Tenders

Argyll and Bute Council is not bound to accept the lowest or any Tender and reserves the right to accept any Tender in whole or in part. Any acceptance will be either by the issue of a letter of acceptance on behalf of Argyll and Bute Council, or via the electronic tendering system.

16 Estimated Quantities

Any quantities stated in the Tender are approximate and provisional and may be increased or decreased by Argyll and Bute Council without invalidating any contract.

17 Alternatives

If a Tenderer offers alternatives to the requirements specified in this tender document, it will be the Tenderer's responsibility to demonstrate to Argyll and Bute Council that the alternatives are fit for the purpose for which they are required.

18 Disclosure of Information

Tenderers are reminded that Argyll and Bute Council and the Councils require to comply with the Freedom of Information (Scotland) Act 2002. Further, Argyll and Bute Council and the Councils may share any information contained in a Tender with the Office of Fair Trading or any other relevant government regulators

19 Collusion

Argyll and Bute Council reserves the right not to consider a tender and to cancel the contract and recover from the Tenderer the amount of any loss resulting if the Tenderer (or his representative, whether or not with the Tenderer's knowledge) has colluded in tendering for the contract or in tendering or refraining from tendering for any other contract or has used corrupt or illegal practices either in obtaining or executing the contract or any other contract with Argyll and Bute Council.

Tenderers must complete the CERTIFICATE OF NON-COLLUSION in the Tender Document.

The Contractor shall disclose to the Council any other appointments or interests which might cause a potential conflict of interest or which might affect the independence and objectivity of the services provided to the Council.

20 Prevention of Corruption

Argyll and Bute Council shall be entitled not to consider a tender and to cancel the contract and recover from the Tenderer any loss resulting if the Tenderer, or any person employed by or acting on behalf of the Tenderer (whether or not with the Tenderer's knowledge), has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing any action in relation to the obtaining or execution of the contract or any other contract with Argyll and Bute Council or for showing or refraining from showing favour or disfavour to any person in relation to the contract or any other contract with Argyll and Bute Council, or if in relation to any contract with Argyll and Bute Council, the Tenderer or any person employed by or acting on behalf of the Tenderer has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward, the receipt of which is an offence under Sub-Section (2) of Section 68 of the Local Government (Scotland) Act 1973.

21 Data Protection

Contractors undertake to comply with the provisions of the Data Protection Act 1998 and in particular, warrant that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

22 Company Profile

Argyll and Bute Council may, at any time, give the Contractor seven days (7 days) notice in writing requiring the Contractor to provide to Argyll and Bute Council the Contractors' Company profile to include a complete list of all companies and organisations affiliated to the Contractor.

23 Recovery of Sums Due

If under the contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum due to the Contractor under the contract.

24 Unauthorised Supply of Goods or Provision of Services

Contractors shall neither perform any services nor supply or deliver any goods without first receiving an official order for such goods and/or materials or services from an authorised officer of the appropriate Council. Argyll and Bute Council shall not be liable for the cost of any goods and/or materials or services delivered, supplied or performed if the goods and/or materials or services are not covered by the prior issue of an official order.

25 Delivery of Goods

Goods and/or materials must be properly packed and secured and shall be delivered by the Contractor at the time and place or places and in the manner specified in the Special Conditions of Contract or, if not so specified, as specified in an official order in terms of Condition 24 hereof. Any goods and/or materials shall remain at the sole risk of the Contractor until delivered to and accepted by an authorised officer on behalf of Argyll and Bute Council.

No mechanical offloading, lifting, moving or other equipment nor any other form of assistance will be supplied to the Contractor for the purposes of offloading and placing goods in premises.

Every employee of the Contractor and any subcontractor must clearly display an identity card showing the name and address of the Contractor and bearing the name and a photograph of the employee. Identity cards must be shown before access to premises will be permitted.

Where deliveries are made to schools, the Contractor's employees must report first to the school office and vehicles may be driven through school playgrounds only on the approval and direction of an authorised person.

All goods and/or materials delivered to premises must be accompanied by a receipt/delivery note which shall clearly state a description of the goods and/or materials delivered, the quantities of each item and the official order number. Corresponding invoices must also contain this information.

If any of the goods and/or materials are not delivered within the time or times specified in the special conditions of contract or, where not so specified, in an official order, Argyll and Bute Council may, without prejudice to any other remedies, give notice to the Contractor and terminate the contract either in respect of these goods and/or materials or in respect of all goods and/or materials to which the contract relates other than those delivered in accordance with the contract before the date of termination of the contract.

26 Failure to Meet Specification

All goods and/or materials supplied to Argyll and Bute Council must conform to the agreed specification.

Unless the specification states otherwise, the goods and/or materials shall be strictly in accordance with the latest relevant British Standards Institution or EU Specification where such exists and to the satisfaction of Argyll and Bute Council. Goods and/or materials rejected under this condition shall be removed by the Contractor at their own expense within seven days (7 days) of the date of receipt of notification of rejection. If the Contractor fails to remove them within this period, Argyll and Bute Council shall be entitled to return the rejected goods and/or materials or any of them at the Contractors' risk, and recover all costs incurred from the Contractor.

Goods and/or materials rejected under this condition will not have been delivered under the contract and the Contractor shall, within the time for delivery stipulated in the special conditions of contract or official order form or such other time as Argyll and Bute Council may allow, deliver, at the Contractors' expense, satisfactory goods and/or materials in place of those rejected.

Nothing in these conditions, or any amendment agreed thereto, will exclude the terms of the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994. If the goods and/or materials or any part thereof are unsatisfactory in the opinion of Argyll and Bute Council, then Argyll and Bute Council may, at its own discretion, determine the contract as a whole or only in respect of the goods and/or materials which are unsatisfactory.

27 Failure to Conform

If the Contractor fails to conform to any terms and conditions of the contract Argyll and Bute Council may terminate the contract by giving the Contractor seven days (7 days) notice in writing and may enter into another contract with some other company, firm or person. All losses, expenses, costs and charges incurred in this connection shall be a debt due by the original Contractor to Argyll and Bute Council and may be deducted from any monies due to the Contractor or may be recoverable by legal action.

28 Determination of Contract

If Argyll and Bute Council at any time wishes to determine the contract, notice in writing shall be given to the Contractor and twenty eight days (28 days) after delivery of such notice, the contract, shall in all respects cease and determine.

29 Replacement of Rejected Goods and/or Materials

Where Argyll and Bute Council has determined the contract under any condition of contract, without prejudice to any other rights available to it, Argyll and Bute Council may replace all or any of the goods and/or materials in respect of which the contract was so determined. There shall be recoverable from the Contractor the amount by which the cost of replacing these goods and/or materials exceeds the amount which would have been payable to the Contractor in respect of these goods and/or materials if they had been delivered in accordance with the contract.

30 Liabilities

Contractors agree to indemnify Argyll and Bute Council against death of or bodily injury to any person and loss of or damage to any Council or third party property arising through or in consequence of their operations in supplying and delivering goods or performing or providing services to Argyll and Bute Council and as a result of any act of negligence or omission on the part of the Contractor, employees or contractors employed by them.

For the avoidance of doubt, the Contractor's liability is to indemnify Argyll and Bute Council from any claims from employees of the Contractor and any third party as a result of bodily injury, loss of or damage to any property of any nature whatsoever, and includes an indemnity to Argyll and Bute Council in respect of all claims and in respect of costs and expenses reasonably incurred by Argyll and Bute Council in the reinstatement of any property lost or damaged.

31 Serving of Notices

Any notice or other communication to be served on the Contractor shall be deemed to be duly served (as and when, unless the contrary is proved, the notice or communication would be delivered or received in the ordinary course of post) if posted in a prepaid letter and addressed to the Contractor at the usual or last known place of abode or of conducting business or to any agent of the Contractor.

32 Assignment, Subcontracting etc.

No part of the contract will be subcontracted or assigned by the Contractor without the prior written consent of Argyll and Bute Council. Any breach hereof shall entitle Argyll and Bute Council to determine the whole contract or that part to which the breach relates or take any other remedies available. The agreement by Argyll and Bute Council to any assignment or subcontracting of the contract whether in whole or in part shall not relieve the Contractor of the Contractors' liabilities under the contract.

If any Contractor wishes to subcontract, assign or otherwise dispose of the benefit or the burden of the contract or any part thereof, the Contractor shall intimate to Argyll and Bute Council the name of the proposed subcontractor or assignee and shall provide all information that Argyll and Bute Council may need to consider the Contractor's request.

The Contractor will assign to the Council by way of future assignment of copyright and design right all copyrights and design rights which may be created by the Contractor during the provision of the services. The Contractor shall keep all matters arising in connection with the provision of the services (in so far as the same has not entered the public domain) confidential.

The successful Tenderer agrees that all right, title and interest in and to any intellectual property rights created by the Tenderer in relation to the provision of the services shall arise and remain vested in the Council and further agrees to assist the Council in connection with any application to register any intellectual property rights as required by the Council and at the Council's expense.

33 Insolvency

Without prejudice to any other rights of Argyll and Bute Council, Argyll and Bute Council shall have the right to terminate the contract by written notice immediately if the Contractor is:-

- a) a company and passes a resolution for winding-up or dissolution (other than for, and followed by an amalgamation or reconstruction), or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge, or the company makes a composition or arrangement with its creditors, or the court makes an administration order or a winding-up order, or;
- b) an individual and is apparently insolvent or a petition is appointed for the Contractor's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Contractor, or makes a composition, conveyance or assignment or any arrangement with or for the benefit of creditors, or a trustee or administrator is appointed to manage his affairs: or
- c) a firm or a number of persons acting together in any capacity and a petition is presented for the Contractor to be wound up as an unregistered company, or if any of the events in (a) and (b) of this condition occur in respect of the firm or any partner or any of those persons.

34 Health and Safety

Contractors must operate health and safety policies and must perform the contract in accordance with all current Health and Safety legislation.

Argyll and Bute Council must be notified immediately by Contractors of any risks to health or safety which are identified or arise during the contract including any known misuse of any goods supplied.

35 Discrimination

The Contractor shall not discriminate unlawfully and shall take all reasonable steps to ensure that all employees, agents and sub-contractors do not breach any legislation on discrimination.

36 Arbitration

All disputes, differences or questions which arise between Argyll and Bute Council and the Contractor relating to the contract or any matter arising under or out of the contract, other than any matter or thing that, in terms of the contract, the decision of Argyll and Bute Council is to be final and conclusive, shall be referred to a single arbiter to be mutually chosen or, failing agreement, the Sheriff of the Sherriffdom of Glasgow and Strathkelvin whose decision shall be final, binding and conclusive. Any reference to arbitration shall be a submission within the meaning of the Arbitration (Scotland) Act 1894.

37 Waiver

No failure or delay by Argyll and Bute Council to enforce any right or remedy to which Argyll and Bute Council is entitled, or to require performance by the Contractor of any of the terms of the Conditions of Contract shall be a waiver of any such right or remedy nor shall it in any way affect the right of Argyll and Bute Council to subsequently enforce such provisions.

38 Severability of Conditions

If any Condition of Contract to any extent becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Conditions of Contract shall not in any way be affected.

39 Conflict with Special Conditions

In the event of any conflict between these General Conditions of Contract and any Special Conditions of Contract the terms of the Special Conditions of Contract shall prevail.

40 Headings

Headings to Conditions of Contract are for convenience and shall not affect their interpretation.

41 Law of Scotland

All contracts with Argyll and Bute Council will be governed by the Law of Scotland and subject to the jurisdiction of the Scottish Courts.

Additional General Conditions for Services Contracts

42 Access to Premises

Contractors shall comply with all regulations, safety and security requirements of any premises to which they have access under the contract.

Contractors shall not interfere with nor disrupt the normal day to day activities of the premises without prior written approval on behalf of Argyll and Bute Council.

43 Contractor's Personnel

Contractors shall provide full particulars as required by Argyll and Bute Council of all persons who are or who may at any time be employed on the Contract. Contractors shall take all reasonable steps to avoid changes of staff performing the contract and shall provide Argyll and Bute Council with one month's written notice and full particulars of any proposed additional or replacement staff. At any time, Argyll and Bute Council may give notice to the Contractor that a person is not to be involved further with the performance of the contract. The decision of Argyll and Bute Council regarding the Contractor's personnel shall be final and conclusive.

Contractors will take all necessary steps to avoid unauthorised persons from gaining access to the premises.

44 Duty of Care

Contractors shall perform any services under the contract with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements and industry best practice.

All materials and workmanship shall be to the entire satisfaction of Argyll and Bute Council and shall conform with all aspects of the contract.

45 Management of the Service

Contractors shall properly manage and monitor performance of the services and shall inform Argyll and Bute Council immediately if any aspect of the Contract is not or is not capable of being performed.

Contractors shall provide all the necessary facilities, materials and equipment and suitably qualified and experienced personnel to perform the services.

46 Mistakes in Information

Contractors shall be responsible for and shall pay any costs which result due to any discrepancies, errors or omissions in drawings, documentation or other information supplied by them, whether or not such information has been approved by Argyll and Bute Council, provided that such discrepancies, errors or omissions are not due to inaccurate drawings or other information supplied to them by Argyll and Bute Council.

47 Human Rights Act 1998

Contractors shall at all times comply with the obligations which are incumbent upon Argyll and Bute Council as a “public authority” in terms of the Human Rights Act 1998 (“the 1998 Act”) together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the 1998 Act or any subsequent amendment thereto or re-enactment thereof.

The Contractor shall take all reasonable steps to ensure the observance of this condition by all servants, employees or agents of the Contractor and all Subcontractors engaged by the Contractor.

The Contractor shall indemnify Argyll and Bute Council against all losses, costs, expenses & damages and shall keep Argyll and Bute Council indemnified against all liabilities, demands, claims, actions or proceedings incurred as a result of an alleged breach of this condition by the Contractor.

Argyll and Bute Council may monitor the Contractor’s compliance with the 1998 Act at periodic intervals during the performance of the Contract.

Argyll and Bute Council may wish to be provided with demonstrable evidence as to how Tenderers intend to secure compliance with the provisions of the 1998 Act.

7. Form for proposed amendments

TENDER FOR: CHORD Programme
Economic Impact Assessment and Perception Surveys
RETURNABLE: Friday 4 December 2009

(Should a Tenderer require to use this form - please enclose it as an appendix to your quality submission. The form will not count towards one of the 10 pages allowed, as described in paragraph 3.1.5 of the tender documents. No financial information should be included on this form.)

<i>Please enter below any proposed amendments of the Tender.</i>
1.
2.
3.
4.
5.

Signed.....

on behalf of.....

Date:.....