

**SOUTH EAST ENGLAND DEVELOPMENT
AGENCY**

**CONTRACT FOR
LEGAL SERVICES**

INVITATION TO TENDER

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FOR THE SOUTH EAST ENGLAND DEVELOPMENT AGENCY (“the Agency”)

INVITATION TO TENDER

1. Issue of Contract Documents

- 1.1. The Contract Documents consist of this Invitation to Tender, the Form of Tender, Questionnaire, Conditions of Contract (“the Conditions”), and the Specification. All of the aforementioned documents are enclosed with this Invitation to Tender.

2. The basis of the tender

- 2.1. The Agency invites tenders for the Services as detailed in the Specification.
- 2.2. The tender may be submitted for the whole or parts only of the Services set out in the Specification
- 2.3. All tenders must be submitted in accordance with this Invitation to Tender.
- 2.4. If you do not wish to submit a tender, you are requested to return the enclosed documents using the enclosed envelope that should be clearly marked “No Tender”. If you are also willing to state your reasons, it would be appreciated, though you are of course under no obligation to do so.
- 2.5. Tenderers who are a consortium or proposing to sub-contract any element of the Services should provide full details of the other consortium members in their tender and of any proposed sub-contractor including the element of the Services to be provided by each sub-contractor or consortium member.
- 2.6. By submitting your tender you will be deemed to be offering to provide the Services on the Conditions. The Agency does not expect to receive variations to the Conditions but reserves the right to take account of any such variations as a tenderer may propose as part of the evaluation process.
- 2.7. Any waiver or variation of the Conditions shall be binding upon the Agency only if the same shall be made in writing and signed by the Chief Executive of the Agency or the Contract Manager, and no other person, servant or agent has the authority to vary or waive any of the Conditions on behalf of the Agency.

3. Preparation of tender

- 3.1. The tenderer must obtain for itself all the information necessary for making its tender and must carefully examine and consider all of the Contract Documents. In submitting the tender the tenderer will be deemed to understand the potential nature and extent of the Services to be performed.
- 3.2. The tenderer shall be deemed to have fully acquainted itself with all conditions

likely to affect the performance of the Services and all matters likely to affect the performance of the Services.

- 3.3. The information supplied by the Agency, other than the Contract Documents is for guidance only. Tenderers must satisfy themselves by their own investigations as to the accuracy of such information and no responsibility shall be accepted by the Agency for any loss or damage of whatever nature howsoever arising from the use of or reliance thereupon by a tenderer.
- 3.4. The Form of Tender and Questionnaire must be completed, signed and submitted in accordance with this Invitation to Tender. Your replies to the Questionnaire should explain in detail how you would propose to provide the Services. All documents connected with the tender must be typed or completed in ink.

4 Submission of Contract Documents

- 4.1 The Form of Tender and Questionnaire must be completed, signed and submitted in accordance with these Instructions. All documents connected with the tender must be typed or completed in ink. Tenders shall be made in English on the Form of Tender provided with the Contract Documents and signed by or on behalf of the tenderer or lead member of any consortium and must consist of:
 - 4.1.1 one original and two copies (so marked) of the Form of Tender and each with a copy of the Questionnaire duly completed attached;
 - 4.1.2 full details of the lead and other providers if the tender is from a consortium;
 - 4.1.3 and include all the necessary information detailed in this Invitation to Tender.
- 4.2 Failure to complete any material part of the Contract Documents to be returned to the Agency may result in rejection of the tender. The tender is to be sent to Joanne Munro, SEEDA, SEEDA Headquarters, Cross Lanes, Guildford, GU1 1YA using the label provided to arrive not later than 12.00pm on Friday 19th January 2001 (the "Specified Date"). No name or mark is to be placed on the envelope to indicate in any way the identity of the sender. The Agency reserves the right to reject any tender received after the Specified Date for whatever reason.

- 4.3 All documents requiring signature must be signed:
- 4.3.1 where the tenderer is an individual by that individual;
 - 4.3.2 where the tenderer is a partnership by a duly authorised partner;
 - 4.3.3 where the tenderer is a consortium by the lead tenderer in accordance with sub-paragraph 4.3.1 - 4.3.2 above.
- 4.4 All tender information supplied by the Agency in connection with the contract is and shall remain confidential to the Agency and shall only be used by the tenderer in connection with the tendering and contract process. The documents containing the information are and shall remain the property of the Agency and shall be delivered up to the Agency upon demand upon the conclusion of the tendering process. Such information and any other confidential information supplied must be treated as confidential, and will be used solely for the purpose of preparing the tender and will not be circulated to any third party.
- 4.5 Please note the following requirements, any breach of which will invalidate your tender:
- 4.5.1 you must not tell anyone else, even approximately, what your tender price is or will be, before the date of award of the contract;
 - 4.5.2 you must not try to obtain any information about anyone else's tender or proposed tender before the date of award of the contract;
 - 4.5.3 you must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price except where tenderers are considering joint or team bids which will accord with the Invitation to Tender;
 - 4.5.4 tender documents may not be transferred to anyone other than the firm named in the Invitation to Tender without the prior specific approval of the Agency.
- 4.6 Any tenderer who directly or indirectly canvasses any officer or employee of the Agency concerning the award of the contract for the provision of the Services or any other contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning the award of the Contract will be excluded from consideration for the award of the Contract.

5 **Explanation of Documents**

- 5.1 If any points in the Contract Documents issued for the purpose of tendering are considered by the tenderer not to be clear. The tenderer is entitled to make any request for further information addressed to The Procurement & Facilities Manager at the address set out at paragraph 4.2. Such information shall not add to, modify, or take away from the meaning and intent of the Conditions and/or the

obligations and liabilities of the tenderer under the Contract. Such information shall if the Agency considers it appropriate be issued to other tenderers to ensure equality.

- 5.2 No representation, explanation or statement, made to the tenderer by or on behalf of the Agency, in relation to any of the Contract Documents or otherwise shall bind the Agency or amend or vary the Conditions.

6 Arithmetical accuracy of tender

- 6.1 All rates entered in the Questionnaire will be treated as accurate and shall be binding on the tenderer. Any errors in the unit rate, fixed price or totals may be corrected by the Agency at its discretion. Any item for which no rate is entered will be treated as to be provided by the tenderer without charge. The prices quoted except as otherwise indicated in the Questionnaire should be firm for a period of at least two (2) years.
- 6.2 Arithmetical mistakes in the Questionnaire or other documents accompanying the accepted tender shall not be rectified subsequently by the tenderer.
- 6.3 All rates and prices must be quoted in pounds and decimal fractions of a pound. There is no restriction on the number of decimal places.
- 6.4 Tendered prices must exclude VAT, where indicated VAT should be shown separately.

7 Period for acceptance of tender

- 7.1 The tenderer is required to hold its tender open for acceptance for a period of 120 days from the Specified Date and submission of the tender by the tenderer shall be deemed to be acceptance of this requirement.

8 Agency not bound

- 8.1 The Agency does not bind itself to accept the lowest or any tender or any part of any tender and will not accept responsibility for any expense or loss which may be incurred by any tenderer in the preparation of his tender. The Agency may establish a panel of firms to provide the Services and reserves the right at its discretion to let the Services either in separate lots and to approve one or more firms for incorporation upon an approved panel who may be instructed separately on individual matters.
- 8.2 Unless stipulated by the tenderer the Agency reserves the right to accept any part of any tender

9 **Post contract award forms**

9.1 The successful tenderer will be required to enter into a Contract on the Conditions and execute such other documents reasonably required by the Agency in order to create a binding contract with the Agency within 28 days after the acceptance of its tender by the Agency.

10 **Supremacy of Contract Documents**

10.1 The information provided with this Invitation to Tender is given in good faith for the guidance of tenderers but if there is any conflict between this Invitation to Tender notes and the Conditions, and Specification, and any other documents provided herewith then the contents of those shall take precedence over the contents of this Invitation to Tender.

11 **Evaluation of tenders**

11.1 All tenders received will be considered on the basis of the information contained in the Form of Tender and Questionnaire. The Agency however reserves the right to take cognisance of any other relevant information that comes to its attention during the course of its evaluation of the tenders. The Contract will be awarded on the basis of the tender which offers Best Value to the Agency, the criteria for such evaluation will include as follows in no particular order:

11.1.1 price;

11.1.2 quality;

11.1.3 impact on the operations of the Agency;

11.1.4 compliance with contract requirements;

11.1.5 technical merit and flexibility;

11.1.6 potential for future saving.

11.2 The Agency may interview a short list of tenderers in respect of the Services, any such interviews will be held on a date to be confirmed and all tenderers invited to be interviewed will be give not less than seven (7) days notice.

12 **Period of Contract**

12.1 The successful tenderer or tenderer(s) will be awarded a contract for a period of three (3) years subject to the Conditions.