

Weed Control Programme In The City Of Bristol

Invitation to Tender

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# OVERVIEW

The words and expressions used in this Invitation to Tender **(ITT)** shall have the meanings set out in 1 Definitions and Interpretation of Volume 2 (Contract) unless otherwise defined herein.

Bristol Waste Company invites tenders for the provision of the Services in accordance with the terms of this ITT. The ITT is divided into 4 volumes:

**Volume 1** sets out the instructions for submitting a tender and contains a number of appendices, the majority of which tenderers need to return with their tender.

**Volume 2** contains the Contract to be entered into between Bristol Waste Company and the successful tenderer.

**Volume 3** sets out the Specification for the Services.

**Volume 4** contains the Working Method and Pricing Schedule to be completed by the Contractor

**THE STANDING ORDERS OF BRISTOL WASTE COMPANY REQUIRE ALL TENDERS TO BE SUBMITTED IN ACCORDANCE WITH THE TERMS OF THIS ITT.**

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Weed Control Programme In The City Of Bristol

Volume 1 – Instructions to Tenderers

# INSTRUCTIONS FOR TENDERING

# INTRODUCTION

## In pursuance of Bristol Waste Company’s obligations acting on behalf of Bristol City Council as a waste collection and treatment authority Bristol Waste Company intends through a competitive tender to award a contract for Weed Control in the City.

## It is planned that the Contract will commence on 8th April 2019 (“**the Commencement Date**”) and continue for a Term of 2 Years.

## The following information gives instructions on how tenders are to be presented and the timescales for submission. Failure to comply with these instructions may at Bristol Waste Company’s discretion result in any tender being withdrawn from the evaluation process.

## Every tender received by Bristol Waste Company shall be deemed to have been made subject to the terms of this ITT unless Bristol Waste Company shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions offered on behalf of a tenderer shall, if inconsistent with this ITT, be deemed to have been rejected by Bristol Waste Company unless expressly accepted by it in writing.

## Bristol Waste Company does not warrant that it or any other Customer will place any particular order. The Council does not bind itself to accept the lowest or any tender. The Council shall not be liable for any loss or expense incurred by any tenderer as a result of its decision not to award the Contract to any tenderer.

# COMPLIANT TENDER

## In order to submit a compliant bid tenderers are required to submit all information requested throughout the ITT and, in order to submit a compliant bid, tenderers must demonstrate they are capable of delivering the services from the Commencement Date and for the Term of the Contract.

# TENDER DOCUMENTS TO BE SUBMITTED

## **Certificate of Canvassing**

### Any tenderer who directly or indirectly canvasses any member or official of Bristol Waste Company or any member of staff concerning the award of the tender will be disqualified. Tenderers are required to return a signed copy of the Certificate of Canvassing as attached hereto as Appendix 2 (Certificate as to Canvassing) to this Volume 1.

## **Certificate of Non Collusive Tenders**

### Any tenderer who:

* + - 1. Fixes or adjusts the amount of its tender or rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;
			2. Communicates to any person other than the Authorised Officer the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender);
			3. Enters into any agreement or arrangement with any other person that it shall refrain from bidding or as to the amount of any bid to be submitted;
			4. Offers or agrees to pay or gives or does pay or give 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 other tender or proposed tender relating to the Contract any act or omission,

will (without prejudice to any other civil remedies available to Bristol Waste Company and without prejudice to any criminal liability which such conduct may attract) be disqualified.

### Tenderers are required to submit with their tender a duly signed copy of the Certificate of Non-Collusive Tenders as set out in Appendix 3 (Certificate of Non Collusive Tenders) to this Volume 1.

## **Service Delivery Plan and Price Schedule**

### Further details on how to complete the Service Delivery Plan and Pricing Schedule are set out in Volume 4, which tenderers are required to return as part of their tender submission.

## **Tender Certificate**

### Tenderers must complete the Tender Certificate attached at Appendix 5 (Tender Certificate) of this Volume 1. The Tender Certificate must be submitted by the organisation that proposes to enter into a formal agreement with Bristol Waste Company if awarded the Contract.

## **Insurance Declaration**

### Tenderers must complete the Insurance Declaration attached at Appendix 6 (Insurance Declaration) to this Volume 1 confirming that on or prior to the Commencement Date it will have the Required Insurances in place.

## **Document Checklist**

### Tenderers’ attention is drawn to the checklist of documents set out in Appendix 7 (Document Checklist) of this Volume 1, which details the documents to be returned by a tenderer. Tenderers should only return those documents listed in Appendix 7. Tenderers are required to tick the boxes within the checklist to confirm that each document has been included within the tender.

# REQUESTS FOR CLARIFICATION

## All queries, questions and requests for information regarding this tender should be made in writing via the Pro Contract Supplier Portal on the ‘View Messages’ tab

## Questions should not be raised later than **5 full working days (15:00 of 11th Mar 2019)** prior to the closing date for submission of tenders. Bristol Waste Company reserves the right not to respond to queries raised after this time period. It should be noted that such requests, and the answers, would be communicated to all other tenderers via the portal or any other appropriate method of communication. The identity of the organisation making such requests will remain confidential.

# FORM OF SUBMISSIONS

## Bristol Waste Company is utilising an electronic tendering tool to manage this procurement and communicate with tenderers. Accordingly, there will be no hard copy documents issued to tenderers and all communications with Bristol Waste Company including the submission of tenderers responses will be conducted via the Pro Contract Supplier Portal.

## Tenderers should access the ProContract Supplier Portal at <https://procontract.due-north.com/Register> and sign in using the username and password provided at registration.

## To submit a response tenderers must be logged in to the ProContract portal. You will be able to see all your current activities on your home page.

1. Click on the title of your project and click ‘START’ to proceed further
2. Register Interest in Opportunity
3. Click on ‘**My Activities**’ to locate tender
4. Download all necessary tender documentation from ‘Attachments’
5. Step 1 ‘Start’ response, following on from this you will be directed to the response wizard. Click ‘Continue’.
6. Step 2 **Question Sets**, Complete the online questions, as you work through the questionnaire each section completed will turn green, you will not be able to submit your response until all sections are green.
7. Step 3 **Attachments**, Upload supporting information/evidence to support your application, click ‘Continue’.
8. Step 4 Your Response is now completed but in a draft status, when finalised click Submit Response.

## The screen will show in the status that the response has been submitted.

## If the submission time has not yet passed the supplier can edit their response if required.

## In the event that a tenderer does not wish to participate further in this procurement exercise, the tenderer should click the ‘No Longer wish to respond’ button. If the tenderer declines after downloading the tender documents all data supplied should be destroyed.

## All queries, questions and requests for information regarding this tender should be made in writing via the Pro Contract Supplier Portal on the ‘View Messages’ tab

## If you decide you do not wish to tender, you must advise Bristol Waste Company immediately and outline the reasons for withdrawing.

## During the tender process, any communication between tenderers and Bristol Waste Company should be in writing via the portal. After the closing date for receipt of tenders Bristol Waste Company expects only to make contact with tenderers for the following purposes:

### To arrange and conduct interviews,

### To clarify information contained in the tender documents,

### To clarify anything relating to insurance, bonds and guarantees,

### To inform tenderers of the award decision,

### To agree the commencement date.

## The tender must be completed in English. Monetary values must be given in pounds sterling.

# CLOSING DATE FOR SUBMISSION

## Tenders must be submited by **15:00 hours on Monday 18th March 2019.**

## Posted, faxed and emailed responses will not be considered. Any tender received after the closing date will be opened to ascertain the name of the tenderer and then returned unexamined.

## All tenders must remain valid and capable of acceptance for at least 180 days from the closing date for the return of tenders.

## Bristol Waste Company may, in its absolute discretion, extend the closing date for the return of tenders and time specified above. Any extension granted will apply to all tenderers.

# PROVISION OF FURTHER INFORMATION BY TENDERERS

## Bristol Waste Company is relying on the information provided by tenderers during the ITT stage. If, at any time from submission of the tender until completion of any agreement, there are any material changes to the same, the tenderer must advise Bristol Waste Company as soon as practicable and Bristol Waste Company reserves the right to reject any tender that has been materially altered and recover any costs and expenses incurred by it where as a result of the non-disclosure it is required to terminate the tendering process.

## Bristol Waste Company reserves the right to request additional information from tenderers which may be required as a result of the answers given in a tender submission.

# BOND/PARENT COMPANY GUARANTEE

## If the Contractor is a subsidiary company within the meaning of section 736 of the Companies Act 1985, then, if required by Bristol Waste Company, it shall also provide a parent company guarantee by its ultimate holding company or companies (as defined by the said section 736) to secure the performance by the Contractor of its obligations to Bristol Waste Company.

## The form of the parent company guarantee entered shall be that specified by Bristol Waste Company.

# CONTRACT AWARD CRITERIA

## Evaluation will be carried out to determine which tender is most economically advantageous to Bristol Waste Company under the headings/categories set out in Appendix 4 (Contract Award Criteria) of this Volume 1.

# BRISTOL WASTE COMPANY'S RIGHT TO REJECT TENDERS

## The issue of this ITT in no way commits Bristol Waste Company to award any contract pursuant to the tender process. Bristol Waste Company is not bound to accept the lowest price or any tender. Bristol Waste Company shall be able in its sole discretion to withdraw from the procurement process at any time.

## Bristol Waste Company may in its absolute discretion reject any tender which does not comply with the requirements set out in this ITT.

## Bristol Waste Company reserves the right, subject to relevant legislation, at any time to:

### reject any tender and/or to terminate discussions with any one or more tenderers; or

### disqualify any tenderer who makes material changes to any aspect of their tender unless substantial justification can be provided to the satisfaction of Bristol Waste Company.

# AWARDING PROCESS

## If a tender is accepted by Bristol Waste Company, written notification will be sent to each of the tenderers setting out, inter alia, the characteristics and relative advantages of the leading tenderer as required under the Public Contracts Regulations 2006 (as amended). Such details may also be stated in the published contract award notice.

# TENDERING COSTS

## Tenderers are responsible for their own costs of tendering and Bristol Waste Company shall not be liable for the costs of tender preparation, finalisation, or any loss of profit or other economic loss incurred by tenderers. This applies irrespective of the stage that a tenderer reaches within the procurement and is not subject to discussion, negotiation or variation. It also applies if the process ceases, for whatever reason, before Contract Award.

# DISCLOSED DATA

## Bristol Waste Company shall not be liable to any tenderer and no tenderer shall seek to recover from Bristol Waste Company any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from the copying, adoption, use or application of any information made available to tenderers (“the **Disclosed Data”**) during the procurement process.

## Bristol Waste Company gives no warranty or undertaking of whatever nature in respect of the Disclosed Data and, specifically (but without limitation), Bristol Waste Company does not warrant that the Disclosed Data represents all of the information in its possession or power relevant, or material to, or in connection with the Services. Bristol Waste Company shall not be liable to any tenderer in respect of any failure to disclose or make available to such tenderer any information, documents or data, nor any failure to review or to update the Disclosed Data, nor any failure to inform such tenderer of any inaccuracy, error, omission, defects or inadequacy in the Disclosed Data.

## Each tenderer shall:

### be expected to conduct its own analysis and review of the Disclosed Data and to satisfy itself as to the accuracy, completeness and purpose of any such Disclosed Data upon which it places reliance; shall not be entitled to and shall not make any claim against Bristol Waste Company whether in contract, tort or otherwise including, without limitation, any claim in damages on the grounds of any misunderstanding or misapprehension in respect of the Disclosed Data or that incorrect or insufficient information relating to the Disclosed Data was given to it by any person; and

### where information provided by Bristol Waste Company during the tendering process is subsequently found to be inaccurate and the Contractor could not have reasonably discovered the inaccuracy prior to entering into the Contract and a Variation to the Contract is required as a result thereof, the Variation shall be dealt with in accordance with the Variation provisions in clause 3 (Variations to Services) of Volume 2 (Contract).

# FORM OF AGREEMENT

## The successful tenderer will be required to execute the Contract, subject to the Standstill Period, and from the date of Contract Award and until execution of that Contract the successful tender (including the insurance declaration and other documents submitted with its tender and approved by Bristol Waste Company) together with Bristol Waste Company’s written acceptance thereof (“the **Tender Documents”**) and:

### the Instructions to Tenderers (Volume 1);

### the Contract (Volume 2); and

### the Specification (Volume 3);

###  the Service Delivery Plan and Pricing Schedule (Volume 4),

(“the **Contract Documents”**) shall constitute a binding agreement between Bristol Waste Company and the successful tenderer.

## In the event of any conflict between the Tender Documents and the Contract Documents, the Contract Documents shall prevail.

# APPLICABLE LAW

## The laws of England and Wales shall apply for the purposes of all proceedings relating to this ITT.



Weed Control Programme In The City Of Bristol

Volume 1 - Appendices

# APPENDICES

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# APPENDIX 1 – IMPORTANT NOTICES

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Weed Control Programme

This ITT is being made available only to those tenderers who have pre-qualified . We, [*tenderer to insert name of tendering organisation*] hereby certify that the Information made available by Bristol Waste Company will be used in connection with the procurement process and for no other purpose and that we agree to comply with Bristol Waste Company’s requirements set out in this Appendix 1 (Important Notices).

# CONFIDENTIALITY

## Subject to the exceptions referred to in paragraph 1.2 below, the information contained in this ITT, or which has been made available to tenderers as a result of further enquiries (the **Information**) is being made available by Bristol Waste Company on condition that tenderers shall:

### at all times treat the Information as confidential;

### not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to happen;

### not use the Information for any purpose other than for the purposes of making (or deciding whether to make) a tender; and

### comply with the provisions of paragraph 3 (Publicity) below;

### procure that each of its Representatives who receive any of the Information is made aware of, and complies with the provisions of this paragraph 1 as if it were a tenderer.

## Tenderers may disclose, distribute or pass Information to another person (including but not limited to, the tenderers’ insurers or funders) if either:

### this is done for the sole purpose of enabling a tender to be made and the person receiving the Information undertakes in writing to keep the information confidential on the same terms as set out in this paragraph 1; or

### the tenderer obtains the prior written consent of Bristol Waste Company in relation to such disclosure, distribution or passing of Information.

## Bristol Waste Company may disclose detailed information relating to tenders to Bristol Waste Company's Board Members, directors, officers, employees, agents or advisors.

# INFORMATION LAWS

## Tenderers acknowledge that Bristol Waste Company has a duty of disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (the **Information Laws**) and that it may be required to disclose information forming part of a tenderer’s proposal to a third party upon request in accordance with the Information Laws.

## Where a tenderer considers that any of the information provided in its tender is confidential and/or commercially sensitive to the extent it could reasonably cause prejudice to its organisation if disclosed to a third party, then it should indicate in its tender those parts that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under the Information Laws.

## Bristol Waste Company shall endeavour to consult with tenderers and shall have regard to any comments and objections made by tenderers in accordance with paragraphs 2.2 above or otherwise before it releases any information to third parties pursuant to the Information Laws, provided always that Bristol Waste Company’s legal obligation to supply the requested information will override any tenderer’s objections and Bristol Waste Company shall not be liable to any tenderer and no tenderer shall seek to recover from Bristol Waste Company any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from disclosure of information by Bristol Waste Company in accordance with its obligations under the Information Laws.

## Tenderers must respond within 5 Business Days of receipt of notification from Bristol Waste Company that a request for information pursuant to the Information Laws has been received.

# PUBLICITY

## Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to this ITT or any resulting agreement other than with the prior written agreement of Bristol Waste Company. Such agreement shall extend to the content of any publicity. In this paragraph, the word “Media” includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

|  |  |  |
| --- | --- | --- |
| Signed:For and on behalf of:Dated: |  | Signed:For and on behalf of:Dated: |

# APPENDIX 2 - CERTIFICATE AS TO CANVASSING

a

Weed Control Programme

To: BRISTOL WASTE COMPANY

I/We hereby certify that I/we have not canvassed or solicited any member, officer or employee of Bristol Waste Company in connection with the award of the tender or any other tender or proposed tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any member, officer or employee of Bristol Waste Company in connection with the award of the tender or any other tender or proposed tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

|  |  |  |
| --- | --- | --- |
| Signed forby:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |

DATED ............................................

#

# APPENDIX 3 – CERTIFICATE OF NON COLLUSIVE TENDER

Weed Control Programme

To: BRISTOL WASTE COMPANY

I/We certify that this is a *bona fide* tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

* + - 1. communicate to a person other than Bristol Waste Company (and any Affiliate) the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender); or
			2. enter into any 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
			3. offering or agreeing to pay or give or paying or giving 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 other tender or proposed tender for the Services any act or omission.

|  |  |  |
| --- | --- | --- |
| Signed forby:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |

DATED ............................................

#

# APPENDIX 4 – CONTRACT AWARD CRITERIA

Weed Control Programme

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Percentage** |
| Price  | 80% |
| Quality  | 20% |
| **TOTAL** | **100%** |

## Transport costs will be calculated on the basis of Bristol Waste Company transport costs.

# Appendix 5 - TENDER CERTIFICATE

Weed Control Programme

To: BRISTOL WASTE COMPANY

I/We (Full Name) …………………………………………………………………..

Of (Full Address) …………………………………………………………………..

 …………………………………………………………………..

 …………………………………………………………………..

 …………………………………………………………………..

Having examined the Invitation to Tender and all accompanying documentation (“the **ITT Documentation”**) and having satisfied myself/ourselves as to all other matters relevant thereto, I/we enclose our tender, and undertake to execute and complete the Services required to be performed in accordance with the ITT Documentation for the sum set out in my/our tender submission.

I/We agree that the insertion by me/us of any conditions qualifying my/our tender or any unauthorised deletion to any of the tender documents shall not affect the ITT Documentation and may cause the tender to be rejected.

I/We agree that this tender shall remain open to be accepted or not by Bristol Waste Company for a period of 180 days from the closing date for receipt of tenders as stated in the ITT Documentation.

I/We accept the conditions embodied in the ITT Documentation previously referred to and undertake to be bound by them if my/our tender is accepted by Bristol Waste Company.

Unless and until a formal agreement is prepared and executed, this tender together with your acceptance thereof in writing shall constitute a binding contract between me/us.

Signature(s) …………………………………………………………………..

 …………………………………………………………………..

Print Names …………………………………………………………………..

 …………………………………………………………………..

Date …………………………………………………………………..

# APPENDIX 6 – INSURANCE DECLARATION

Weed Control Programme

I/We hereby certify and declare that I/we have taken out or will hold the following policies of insurance on or prior to the Commencement Date:

1. Public Liability insurance with a limit of indemnity of not less than £5 million pounds in relation to each and every claim during each 12 month period in respect of claims arising from the Services;
2. Employer’s Liability insurance with a limit of indemnity of not less than £10 million pounds in relation to each and every claim during each 12 month period in respect of claims arising from the Services;
3. All other insurances required by Law.

Signature(s) …………………………………………………………………..

 …………………………………………………………………..

Print Names …………………………………………………………………..

 …………………………………………………………………..

Date …………………………………………………………………..

# APPENDIX 7 – DOCUMENT CHECKLIST

Weed Control Programme

Tenderers must only submit the following documents as their tender:

| **NO** | **DOCUMENT** | **ITT REFERENCE****All References to Volume 1 unless otherwise stated** | **ENCLOSED** |
| --- | --- | --- | --- |
|  | Where a tenderer considers that any of the information provided in its tender is confidential and/or commercially sensitive to the extent it could reasonably cause prejudice if disclosed to a third party, then it should clearly mark on its tender those parts that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under Information Laws. | Paragraph 2.2 of Appendix 1 (Important Notices);Schedule 6 (Contractor Confidential Information), Volume 2 (Contract) |  |
|  | Signed copy of the Certificate of Canvassing | Appendix 2 |  |
|  | Signed copy of the Certificate of Non Collusive Tender | Appendix 3 |  |
|  | Tender Certificate | Appendix 5 |  |
|  | Insurance Declaration | Appendix 6 |  |
|  | Document Checklist | Appendix 7 |  |
|  | Service Delivery Plan and Pricing Schedule | Volume 4 (Service Delivery Plan and Price Schedule) |  |

# APPENDIX 8 – FINANCIAL EVALUATION

The key objective of financial appraisal is to analyse applicants financial position and determine the risk that it would represent to the Authority. A range of factors needs to be considered as part of the appraisal and various financial statistics, ratios and figures analysed. Once the appropriate data has been obtained a professional judgement must then be applied to the issues.

When undertaking the financial vetting the Authority looks at the bidders most recent accounts along with those of any ultimate parent company (if applicable). These would be checked for general audit issues and then analysed to give an indication of profitability, liquidity, net worth, asset/debt position, capacity and general stability.

The Authority recognises that the accounts submitted often relate to an accounting period that finished several months earlier. Where appropriate it will consider other information that it considers reasonable to use in determining the risk represented by a bidder.

The Authority will also consider any additional information submitted by the applicant should the applicant consider this necessary for the Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of an applicant’s financial structure or funding arrangements. The Authority would expect any such information to be verified by an independent source, for example, the applicant’s auditors.

Initially basic checks are made on a bidder’s title and any relevant registration details (e.g. registered number at Companies House). The Authority would check whether the bidder is trading or dormant and whether it has a parent company. The status of the accounts is also determined to check whether accounts submitted are for the last accounting period for which statements have been filed and whether there are later accounts that are overdue.

When considering profitability the Authority looks at the gross profit margin and operating profit margin. These ratios indicate the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.

When looking at liquidity the Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets.

The Authority would look at the bidder’s balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. The Authority would look at the net assets and also the net tangible worth (excluding intangible assets). The Authority would also look at the proportion of total debts against total assets.

Contract limit is the size of contract that is considered ‘safe’ to award to a bidder, based on a simple comparison of the annual contract value to the annual turnover of the organisation. This gives the Authority an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Authority assesses the capacity issue of whether the bidder has the resources to carry out the work.

The Authority would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgment would be made as to the risk that the organisation would represent to the Authority. The final decision regarding the acceptability of the bidder’s financial standing relies on a degree of professional judgment from the Authority. If the Authority decides that the financial standing of the bidder represents an unacceptable risk to the Authority then the bidder will be excluded from further consideration in this process.