

**THE BOROUGH COUNCIL OF GATESHEAD**

**INVITATION TO TENDER**

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| **DYNAMIC PURCHASING SYSTEM FOR THE SUPPLY, PLANTING AND MAINTENANCE OF TREES** **PERIOD: 48 MONTHS WITH AN OPTION TO EXTEND FURTHER IN LINE WITH PCR 2015 REGULATIONS** |

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**A. SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

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| **ITEM** | **CONTRACT DETAILS** |
| Find Tender Service | 2023/S 000-037110 |
| NEPO Portal Reference: |  DN699629 |
| Council | The Borough Council of Gateshead  |
| Contract Description | Supply, Planting and Maintenance of trees around Gateshead  |
| Procurement Procedure | Open Tender  |
| Procuring Officer | The Officer responsible for this procurement is Ashleigh Billingham Tel: 0191 433 4273 Email: ashleighbillingham@gateshead.gov.uk . If Suppliers have any queries regarding the tender or if they believe that they are unable to submit a tender through the electronic system all queries/issues must be raised before 16th January 2024 through the Messaging section within the Project on: <https://procontract.due-north.com>. This is to allow for any technical queries to be investigated and resolved. |
| Submission Instructions  | **Electronically via the NEPO Portal e-tender system. Suppliers must submit one copy of their tender electronically, with any additional documents required or requested. Documents must be compatible with Microsoft Office or Adobe/PDF.** The Council communicate through the NEPO Portal e-tendering system; therefore, all correspondence regarding this Tender will be issued to the named person registered on the NEPO Portal. It is the Contractors responsibility to ensure the correct named person is registered on the NEPO Portal. If guidance is required on how to submit your response through the NEPO Portal, please visit the NEPO website training section at <https://supplierhelp.due-north.com/> to access the Navigating the Portal suite of videos.  These also include useful information on how to manage your online ProContract account. |
| Tenders to be submitted via | <https://procontract.due-north.com> Tenders must be submitted using this link. Tenders must not be submitted via postal or email methods. **Technical Support Availability (Monday – Friday 9.00am–5.30pm**If you require time critical assistance on submitting your Tender, please contact the System Support Team on 0330 0050352.For non-time critical issues, such as passwords, general account queries and location of information etc. please contact Proactis Supplier Support Helpdesk Ticketing System (<http://proactis.kayako.com>) and select ProContract V3 support. You will then need to log in or submit a ticket to register your issue. Alternatively, you can email ProContractSuppliers@proactis.com this will automatically log a support ticket on the Proactis Supplier Support Helpdesk. |
| Date and Time for Tender return | **Before 12 noon on 22nd January 2024****Submissions including upload of all documentation must be COMPLETED BEFORE 12.00 NOON.** Please refer to Supplier Guidance at <https://supplierhelp.due-north.com>Any tender submission received after 12.00 noon will not be accepted. |

**B. TIMETABLE**

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Any changes to the procurement timetable shall be notified to all suppliers:

**C. CHECKLIST FOR SUPPLIERS**

1. Suppliers are asked to complete the following documentation. Failure to provide all the items in the following checklist before the tender submission deadline will cause your tender to be non-compliant and not considered. Any resulting contract will consist of:

|  |  |
| --- | --- |
| Issue of Invitation to tender | 18th December 2023 |
| Deadline for receipt of clarifications | 16th January 2024  |
| Deadline for receipt of Tenders | 22nd January 2024 |
| Evaluation of Tenders and verification of self-certification information | 23rd January to 6th February 2024 |
| Beginning of DPS  | 7th February 2024 |
| Second Round Opening for applicants  | 7th February 2024 |

|  |  |  |
| --- | --- | --- |
| Item | To be returned as part of submission | Supplier to insert the filenames below |
| Tender Questionnaire (Schedule 1)I Selection Questionnaire II Award Questionnaire | YesYes | Insert Filename |
| Pricing Schedule (Schedule 2) | Yes | Insert Filename |
| Form of Tender (Schedule 3) | Yes | Insert Filename |
| Certificate of non-canvassing and non-collusion (Schedule 4) | Yes | Insert Filename |
| [Management Fee Form (Schedule 5)] | Yes | Insert Filename |
| Freedom of Information Schedule (Schedule 7) | Yes | Insert Filename |
| International Financial Reporting Standard Leases (Schedule 11) | Yes |  |
| Supplier Incentive Programme (Schedule 12)  | Yes |  |
| Social Value Efficiency Saving Fee Form (Schedule 13) | Yes |  |
| Contract Particulars | Yes | Insert Filename |
| Social Value Toolkit | Yes | Insert Filename |

**D. SPECIFICATION**

**Glossary of Terms**

|  |  |
| --- | --- |
| **Client** | The Client is Gateshead Council |
| **The Contractor** | The Contractor is the company completing the tender document selected to provide the procurement, planting and maintenance services.  |
| **Volunteer and Engagement Partner** | This body has been appointed by the client to support the planting scheme with co-ordination of volunteers. |
| **Task Order**  | This document will be provided by the Council prior to any planting scheme.  This describes the objectives of the planting scheme, summaries that planting specification (species, numbers and densities), any ground preparation requirements and references any supporting documentation (e.g., utilities plan).The Task Order will be prepared by the Woodland Creation Officer. This document will form the base for calculation of the ground preparation and planting costs.  |
| **Biodiversity Net Gain** | Biodiversity Net Gain is an approach to development that leaves biodiversity in a better state than before. Where a development has an impact on biodiversity it encourages developers to provide an increase in appropriate natural habitat and ecological features over and above that being affected in such a way it is hoped that the current loss of biodiversity through development will be halted and ecological networks can be restored. |
| **Woodland Creation Officer** | The Woodland Creation Officer is Gateshead Council’s representative and the nominated officer with responsibility for the delivery of the planting scheme.  He or She will have prepared the Task Order and is the first point of contact for all questions relating to the requirements of the Task Order. |
| **Biosecurity**  | Biosecurity refers to a set of precautions that aim to prevent the introduction and spread of harmful organisms. These include non-native tree pests, such as insects, and disease-causing organisms, called pathogens, such as some bacteria and fungi. |
| **Plant Healthy Certification Scheme** | Sets out key requirements for implementing plant biosecurity systems and relates to a range of horticultural businesses and organisations. These include commercial nurseries, plant retailers, landscape management businesses, arborists and public gardens.  All trees supplied under this Framework must comply with this system <https://planthealthy.org.uk/>  |
| **Bare Root Stock** | Tree lifted from the ground with a proportion of root system intact.   |
| **Root Bailed** | Tree lifted from the ground with a proportion of root system encased in soil from the nursery. |
| **Cell / Containerized**  | Where the tree is grown in a nursery in a pot or container delivered to the site where the container is removed to allow planting.   |
| **Locally (North-East England) Sourced and Grown** | **Evidence is required to demonstrate the source of the seed and where the tree have been grown.** North-East England is defined as the counties of Northumberland, Newcastle, North Tyneside, Durham, South Tyneside, Sunderland and Gateshead. Teesside and North Yorkshire will be accepted also.  |
| **Whips**  |

|  |  |
| --- | --- |
| **Tree Type** | **Tree Height (cm)** |
| Whip | Less than 80cm |
| Feathered Whip | 80cm – 120cm |
| Light Standard | 200 – 250cm |
| Standard | 250 – 300cm |
| Heavy Standard | 300 – 350cm |
| Extra Heavy Standard | 350 – 400cm |

 |
| **Call-Off** **Award Criteria** | The award criteria to be used for call –off contracts as set out in the Invitation to Participate in a Call-Off Competition; |
| **Call-Off Contract** | The legally binding agreement (made pursuant to the provisions of the DPS Framework Agreement) for the provision of Works/Services made between a Contracting Authority and the Provider comprising: (i) the Order Form;(ii) the Call-Off Terms and Conditions.(iii) any Special Terms and Conditions; and(iv) the Tender. |
| **Call-Off Terms and Conditions** | The terms and conditions including any special terms and conditions at Schedule 1; |
| **DPS** | Means the overarching arrangement established pursuant to Regulation 34 of the Regulations, whereby the Council seeks to appoint one or more Providers as a potential supplier of the Works and Services; |
| **DPS Framework Agreement** | Means the agreement between the Council and each Provider which sets out the terms governing access to possible Invitations to Participate in a Call-Off Competition and be awarded a Call-Off Contract; |

**1.0 Introduction/Background**

**1.1** Gateshead Council has a commitment to tackling climate change, implementing a plan to make the Borough of Gateshead carbon neutral by 2030. There are a number of initiatives aimed at reducing emissions across the Borough. Planting trees and managing the Council’s existing resource will be critical to this, through offsetting emissions as well as maximising the many benefits that woodland can provide.

**1.2** The Council is seeking requests to participate from Contractors under Regulation 34 of the Public Contracts Regulations 2015 for a Dynamic Purchasing System (“DPS”) for the provision of Services which would be accessible by the Contracting Authorities. There will be no obligation for the Council or any Contracting Authority to place any Order or Orders under this DPS Framework Agreement during its Term.

**1.3** This initial tender process to apply for inclusion on the DPS will close at 12 noon on 22nd January 2024.  The Council will then undertake the evaluation process and appoint successful Contractors to the DPS.  Once this process is complete the Council will re-open the DPS for its full lifespan to allow for new applications.

**1.4** In order to be successfully appointed to the DPS, Suppliers must pass both the selection and award criteria included in this tender document**.**

**1.5** Should a Supplier not be able to obtain a pass when they initially apply for inclusion on the DPS, they are able to re-apply at any time within the lifespan of the DPS, once they consider they have the ability and evidence to pass the selection and award criteria.

**1.6** All further competitions conducted under this DPS will be carried out electronically via the NEPO Portal ([www.nepo.org](http://www.nepo.org)).

**1.7** When/if the Council have a specific requirement, ALL capable contractors who can meet the specific requirements of the call-off and who are appointed to the DPS will be invited to quote.

****2.0 Service Requirements****

**2.1** Gateshead Council (the Council) is seeking to establish a Dynamic Purchasing System (DPS) framework for the Supply, Planting and Maintenance of Trees, planted as part of the current programme.

 The scope of the framework will include provision for the following:

 Supply and delivery of:

* + Whips (including feathered whips)
	+ Standard Trees,
	+ Shrubs and Bulbs
	+ Tree Stakes
	+ Planting Products (e.g., tree tubes, mulch etc)
	+ Ameliorants
	+ Planting, seeding and associated landscape works
	+ Maintenance of newly planted trees and seeded areas

**2.2** Some of the schemes may involve the Contractors employees working alongside volunteers and/or School Children**.**

**2.3** In instances where volunteers or School Children or on site with Contractors Employees the Contractor must ensure all employees have an enhanced DBS check.

**2.4** DBS checks will be requested by the Woodland Creation Officer Prior to any works commencing.

**3.0** **Supply & Delivery of Trees, Young Native Species Trees, Shrubs & Bulbs**

**3.1** The DPS framework covers several sites over an anticipated period of 10 years. Prior to quoting, the Contractor is required to carry out visits to an example site to satisfy the full extent of works, including all constraints and limitations, to identify any missing information that they consider to be pertinent to the delivery of works and their submission. Any visits will need to be arranged with one of the Woodland Creation Officers.

**3.2** For each site an individual Task Order will be developed that provides the details planting specification of that individual project and provide fixed price based on the defined scope of work.

**3.3** All soft and hard landscaping operations associated with woodland establishment will be carried out in accordance with BS EN 4428: Code of Practice for general landscape operations (or subsequent updates for any BS stated).

**3.4** The contractor is responsible for the purchase of all trees and shrubs. All trees must conform to BS 3936-1. Nursery stock for trees and shrubs and BS 8545 Trees from nursery to independence in the landscape. The nursery will be Plant Healthy Certified (<https://planthealthy.org.uk/certification>) and in accordance with NPS recommendations ([Understanding the National Plant Specification - CloudScapes (cloudscapesdesign.com)](https://cloudscapesdesign.com/understanding-the-national-plant-specification/))

**3.5 All Seeding works will be carried out in accordance with BS** EN **4428 or subsequent updates.**

**3.6 Any sub-standard trees or materials will be identified by the Contractor within 3 working days of delivery for prompt replacement within 10 days.**

**3.7 Trees will not be accepted from outside the UK without written agreement from the Woodland Creation Officer**

**3.8 All plants are to be locally (North-East England) sourced and grown. Evidence of UK and regional provenance (e.g., seed certificates) need to be included with returned tenders during the pricing stage for each individual site / project. Where plants of local provenance cannot be sourced, alternative sources must be agreed through written consent of the Woodland Creation Officer.**

**3.9 No plant will be substituted by another species or variety without written consent of the Woodland Creation Officer.**

**3.10 The Contractor is responsible to make sure that stock collected / received from the tree nurseries are of good quality and comply with the requirements of this Framework with regards to provenance and tree health.**

**3.11** Prior to the handover of completed works, a full post installation inspection report and an accompanying risk assessment to the same standards will be supplied to the Woodland Creation Officer by the Contractor. Any issues identified by the Woodland Creation Officer must be rectified by the Contractor within the timespan agreed with Woodland Creation Officer.

**3.12 In the supply and planting of trees the Contractor will:**

* **Ensure that Suppliers will give at least 48 hours’ notice of the date and time of their intention to deliver plants. The Contractor will ensure that adequate staff are available to load and unload stock.**
* **Where necessary** stock needs to be stored correctly and securely until planted out.

**3.13** Where a specification for planting is required that falls outside the remit of this specification, the Woodland Creation Officer will request a quotation for such work, with a bespoke specification provided to the contractor. The Contractor is advised that such planting may, at the absolute discretion of the Woodland Creation Officer,

be the subject of competitive quotes.

**4.0 Planting**

**4.1** When planting the trees, the Contractor must supply ‘before’, ‘during’ and ‘after completion of planting’ geo-referenced photographs for each planting site.

**4.2 All tree planting will follow UK Forestry Standard biosecurity protocols (**[The UK Forestry Standard - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/the-uk-forestry-standard)

**4.3 The Contractor must ensure that planting is not undertaken in** **drought, frost, snow or water-logged conditions.**

**4.4 The Contractor must remove litter, refuse, abandoned waste and other debris.**

**4.5 The Woodland Creation Officer will assess newly planted trees for any failures towards the end of the first growing season after planting for trees, shrubs, whips, and this assessment will include those plants experiencing dieback which results in a plant being below the height or spread specified or resulting in the plant showing an impaired display or performance. The Contractor will be** **responsible for the timely**

**replacement of all failures at their own cost.**

**4.6 For the benefit of this Framework, we are assuming that whips and feathered whips will not require watering.**

**4.7 In planting standard trees the** **Contractor will adhere to the following instructions where required:**

* **Topsoil excavated from the pit will be set aside for re-use. Excavated sub-soil will not be mixed with the topsoil. In back-filling sub-soils and top will not be mixed.**
* **The support system specified by the Woodland Creation Officer will be used, two stakes and two tree ties per stake are to be fitted. Nailed to the stake and adjusted to prevent movement of the tree’s root system.**
* **Where specified in the Task Order, bark mulch will be supplied and laid at a minimum depth of 150mm over the total area where the tree has been planted.**
* **As a guide, 50 (fifty) litres of water is to be applied after planting in such a manner as to prevent washing away soil.**
* **When requested, the Contactor will supply and install an underground watering pipe into the base of the tree pit. This is to be of a type to be approved by the Woodland Creation Officer.**

**4.8 The Task Order will define the scope of works for each project / site.**

**5.0** **Seeding and Wildflowers**

**5.1 The Contractor will provide a service for the sowing of wildflowers in locations specified by the Woodland Creation Officer.**

**5.2 In providing this service for the preparation and sowing of wildflower areas the Contractor will follow the below specification:**

* **Preparation:**

Grading and cultivation: In accordance with BS 4428: 1989 Code of practice for general landscape operations (excluding hard surfaces) **Category: B - Depth: 200 mm.**

**Timing: Two to three days before seeding or laying turf.**

* **Working conditions:**

**Soil condition: Reasonably dry and workable.**

**Weather conditions: Suitably dry.**

* **Surface:**

**Contours: Smooth and flowing, with falls for adequate drainage.**

**Hollows and ridges: Not permitted.**

**Remove visible weeds, roots and large stones with any dimensions exceeding: 50 mm.**

**Marrying in with adjacent levels: Extend cultivation into adjacent areas sufficiently to ensure full marrying in with no step-in level.**

**Notice: Give notice if required levels cannot be achieved by movement of existing soil.**

* **Seed bed:**

**Generally: Loosen, aerate, and break up topsoil to a tilth suitable for blade grading. Reduce to fine, firm tilth with good crumb structure. Remove visible weeds.**

**Depth of final cultivation: 100 mm.**

**Surface preparation: Rake to a regular, even surface, friable and lightly firmed but not over compacted.**

* **Sowing:**

**Generally: Establish good seed contact with the seed bed.**

**Method: To suit soil type, proposed usage, location and weather conditions during and after sowing.**

**Distribution: Two equal sowings at right angles to each other.**

**Timing: March to May or August to October.**

**Application rate: In accordance with planting plans**

**Raking and firming of seed bed: Lightly rake or harrow the seed bed after seeding. Firm with a lightweight roller.**

**6.0 Maintenance of Newly Planted Trees and Seeded Areas**

**6.1 The Contractor will provide a service for the Maintenance of Newly Planted Trees as directed by the Woodland Creation Officer.**

**6.2 Following planting, the plants will be maintained in accordance with the establishment specification stated in the Task Order (see ii). In the event of high numbers of plant failures (greater than 10%) and 10% overall planting, the Contractor is responsible for replacements of those failed plants.**

**6.3 The frequency of the maintenance and length of the maintenance element of the contract will be detailed within the task order for each Call Off Contract.**

**6.4 In providing this service for the Maintenance of Newly Planted**

**6.5 Trees the Contractor will:**

**A. Assess the condition of the trees and their various accoutrements including the tree pit and provide this information to the Council on each occasion. This will be provided in the** post installation inspection.

**B. Ensure that all stakes, ties and strimmer guards are firmly located in their respective positions and will supply and fit replacement items when required,**

**C. Remove stakes, ties and strimmer guards with minimal damage to the tree when these are no longer needed to support or protect a newly planted tree;**

**D. Hand weed the tree pit;**

**E. Top up the mulch to the planting level;**

**F. In the event that a tree is dead and is not to be replaced, the Contractor will remove it along with its root ball and replace the soil back to the level of the surrounding area and firm to prevent settlement and a hazard developing;**

**G. Removed stakes, guards and tubes will be recycled where possible.**

**H. For standard trees, watering will be undertaken in accordance with the Task Order.**

**I. Maintenance plans agreements must be approved by the Woodland creation officer prior to contract award**

**6.6 Where there are wildflowers, the areas will be cut twice a year as directed by the Woodland Creation Officer as detailed in the Task Order. All arisings will be removed.**

**6.7 Produce an annual report by the 1st September each year to the Woodland Creation Officer based upon the results of the inspections, in relation to the previous season’s trees, to include documenting actions taken at each location. This report may be required to be presented in person upon request.**

**6.8 Prior to contract award, the final scope of maintenance for each site will be agreed with The Council and will be monitored on an annual basis. It is expected that the scope will change from year to year and will be different depending on the site's location. Maintenance plans agreements must be approved by the Woodland creation officer prior to contract award.**

**6.9 The Contractor will ensure that excess materials are thoroughly cleared from site after completion of the works. All unsurfaced ground where materials are tipped/ stored will be protected with appropriate and adequate sheeting to enable thorough removal. All areas to be swept/ raked clean and any damage caused by works to be repaired.**

**6.10 Any waste and excess spoil generated during the works will be transported and disposed of in accordance with current waste legislation, the specification and in a safe, and legal manner.**

**6.11 The contractor will replace damaged tree’s subject to acts of vandalism and damages caused by adverse weather conditions**

**7.0 Subcontracting**

**7.1** Contractors appointed to the DPS MUST carry out the main element of the works required under any call-off under the DPS and will not be permitted to sub-contract any of the main elements of the work packages. The Council will only be Contracting with the appointed contractor and not any third party.

**8.0 Services and utilities**

**8.1** The Contractor will at their own cost supply all required underground service plans before commencing any below ground excavation at any location.

**8.2** The Contractor will satisfy themselves as to the location of any services over, or below ground prior to commencing works on site. The Contractor will meet any requirements for liaising with the relevant electricity, gas or water companies. Any known information or contacts will be provided by the Woodland Creation Officer.

**8.3** The Contractor will be entirely responsible for taking every precaution to avoid risk to persons or damage to property when working within the vicinity of any electrical, gas or water service. In the event of any damage occurring, the Contractor will be held liable for any repairs.

**8.4** No mechanical excavation will take place without first assessing the land with a CAT and Genny. Insulated tools should be used wherever possible.

**8.5** The Contractor will only take instructions from the Woodland Creation Officer unless otherwise advised by that named officer.

**8.6** The Task Order will provide information on the sites; however the Contractor will be responsible for ensuring this information correct before any works commence.

**9.0 Health & Safety**

**9.1** It is the contractor’s responsibility to ensure they comply with the requirements of the Health & Safety at Work etc. Act 1974, Management of Health & Safety at Work Regulations 1992 and other relevant legislation, to ensure that they protect workers and others from risks to health and safety. This includes ensuring that any contractor working on behalf of the bidding organisation can do the work safely and **without risks to health, by making enquiries about the competence of the contractor.**

**9.2** The contractor will ensure that planning and co-ordination informs site specific risk assessments for the delivery, unloading and installation in a way that minimises risks to health and safety of workers and other people.

**9.3** The risk profile of sites is variable and factors that need consideration and control include but are not limited too; traffic management while working on/adjacent to carriageways and in locations where the nature of use presents increased risk, such as schools and parks.

**9.4** The contractor will be responsible for unloading the goods. The choice of vehicle used is the contractor’s responsibility.

**9.5** There is no provision of welfare facilities on any of the sites itself. The Contractor will be solely responsible for ensuring at its cost that appropriate welfare facilities are in place for its staff, agents and sub-contractors. The Contractor must contact the Woodland Creation Officer to confirm that welfare facilities are being placed in an appropriate place on the site prior to works commencing.

**10. DPS Further Competition**

**10.1** The Council will provide a task order which will include details of what the Contractor is expected to do on the site, what trees will be planted and any equipment that must be used.

 **10.2** The Council will provide a pricing schedule for the Contractor to

complete which will provide an overall price for the site.

**11. Equal Opportunities**

**11.1** The Contractor will be required to ensure all employees engaged the contract are paid the National Minimum Wage appropriate to their employment status and age.

**11.2** Details of Government Guidance can be found [National Minimum Wage and National Living Wage rates - GOV.UK (www.gov.uk)](https://www.gov.uk/national-minimum-wage-rates)

**11.3** The Council require the Contractor to ensure all staff employed to carry out the work on sites have a fair working schedule and are legally allowed to work in the UK.

**12. Environmental and Employment Polices**

**12.1** The Contractor will be required to provide details on their Environmental and Employment Policies.

**E. INFORMATION AND INSTRUCTION TO SUPPLIERS**

1. **GENERAL**

Other than the person(s) identified within this Tender document, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all Suppliers.

The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

Under the Contract the Council will require compliance with its policies. Suppliers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

1. **CONTRACT DOCUMENTS**

The Council is bound by procurement rules, including the Public Contracts Regulations 2015 and internal Contract Procedure Rules and cannot enter into any negotiations on the Tender or the Contract. In submitting a Tender, a supplier is agreeing to the Council’s terms and conditions as set out at Schedule 6 to this ITT. Any amendments to the Council’s terms and conditions or alternative terms and conditions to the Council’s terms and conditions submitted by a supplier shall not be acceptable or considered by the Council. To the extent that any part of a Tender is inconsistent with the Council’s terms and conditions then the terms and conditions shall prevail. Any resulting tender will consist of the documents within Section C. Checklist for Suppliers.

The Contract will be subject to English law and the exclusive jurisdiction of the English Courts. Any contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed and will allow the voluntary standstill period of a minimum of 10 calendar days to elapse before sending confirmation of Contract Award to the successful supplier.

1. **TENDER SUBMISSION REQUIREMENTS**

Tenders must be written in the English language. The Invitation to Tender can be made available in other languages or formats that are appropriate for the Contractor upon request.

Suppliers are required to complete the documents listed within Section C. Checklist for Suppliers. It is a condition of your submission that you use the NEPO Portal at your own risk and follow guidance regarding the use of appropriate browser software including (but not limited to) latest versions of Internet Explorer, Google Chrome, Firefox, Safari, and Opera.

The Council will not accept responsibility, or legal liability, whether in contract, tort, (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of opportunity or any direct or indirect or consequential losses or damages arising as a consequence of a failure to comply with currently published software requirements for the use of the NEPO Portal.

Suppliers must clearly reference and label all documentation submitted as part of their Tender. Failure to do so may result in aspects of your Tender not being fully evaluated.

Only one Tender is permitted from each Supplier. If a Supplier submits more than one Tender, the Council will evaluate the one with the latest time of submission and the other(s) will be disregarded.

The Tender (including price) should remain valid for a minimum period of 90 days.

The Tender must not be qualified in any way. Any signatures must be made by a person who is authorised to commit the Contractor to the Contract.

It is the responsibility of the tenderer to ensure compliance with any specified word count or other requirements as to format of tender submissions. All documents must be submitted in a format permitting independent automatic verification of word counts by the Council (for example, scanned PDF documents will not be acceptable).

The Council reserves the right to reject any Tender which is not submitted in accordance with the instructions given. In particular, the Council reserves the right to reject any tender submitted in breach of the provisions as to collusion and canvassing set out in Schedule 4.

The Tender must be received in accordance with the relevant instructions no later than the date and time specified. PLEASE NOTE any Tender received after the stated deadline WILL NOT be accepted. Please ensure you allow sufficient time to upload your Tender submission and all documents relevant to your submission.

1. **TENDER REQUIREMENTS FOR CONSORTIUM BIDS**

If the Organisation is a consortium, then Part 1 and Part 2 of the Selection Questionnaire must be completed by each and every member of the consortium. All other sections of this tender must be answered on behalf of all members of the consortium in the form of a combined response.

Where the lead member seeks to rely on the Economic and Financial Standing or Technical and Professional Ability of another organisation, it must demonstrate to the Council that it will have at its disposal the resources necessary, for example by producing an undertaking from the other organisation(s) that the necessary resources will be made available or a guarantee or indemnity in respect of economic or financial risks.

Except for Economic and Financial Standing and Technical and Professional Ability, consortium bids will be evaluated in accordance with the Tender Evaluation Section below on the basis that each individual member of the consortium must meet the Selection criteria.

* In the event that any member of a consortium fails to meet a Selection criterion or criteria, or is subject to compulsory grounds for exclusion, the Council will require the replacement of that member.
* In the event that any member of a consortium is subject to discretionary grounds for exclusion, the Council may require the replacement of that member.

During the procurement process any changes to the composition of the consortium must be notified to the Council immediately. Any new consortium member will be required to complete the Selection Questionnaire which will be assessed in accordance with the rules set out in the Tender and Scoring Matrix. Any changes to subcontracting arrangements must be notified and agreed by the Council.

1. **TENDER EVALUATION**

Please refer to the Scoring Matrix for detailed notes of how each section of the tender will be evaluated.

**Selection Questionnaire**

The Selection Questionnaire contains questions relating to the Economic and Financial Standing and Technical and Professional Ability of your organisation. The Council is looking for evidence of the organisation’s ability to meet the Council’s basic requirements and to understand as much as possible about your organisation and how you operate. The information in your Selection Questionnaire will be evaluated on a pass/fail basis relying on your answers to the self-certification questions and subject to verification by the Council at any time before award of the Contract.

Except where the Information and Instruction to Suppliers and/or the Scoring Matrix indicate that questions are to be scored by the Council, the Contractor must complete the Selection Questionnaire to self-certify that they meet the Council’s requirements. Where a supplier is unable to confirm that they meet the Council’s requirements or fails to verify that they meet the Council’s requirements they will be deemed as non-compliant, and the Council will not proceed to mark the Award Questionnaire section of the tender submission:

Whilst reserving the right to request information at any time throughout the procurement process, the Authority may elect to obtain evidence that the Contractor can meet the specified requirements (such as the questions in Section 8A of the Selection Questionnaire relating to Technical and Professional Ability).

The Council may evaluate the Selection Questionnaire, in whole or in part, at any time during the procurement process and shall not be obliged to evaluate or verify Selection Questionnaire responses before evaluating the Award Questions. Each submission will be checked initially for compliance with all requirements of the Tender.

Particular questions may be evaluated by technical or specialist officers under the guidance of the Procurement Officer responsible for managing the procurement process, where the technical or specialist nature of the question makes that appropriate. The Council reserves the right to adopt other approaches to evaluation where appropriate.

The Tender must be clear, concise, and complete. The Council reserves the right to mark a supplier down or exclude it from the procurement if its tender submission contains any ambiguities, caveats, or lack of clarity.

**Award questionnaire**

The Award Questionnaire will be used to evaluate how your organisation will meet all of the Council’s requirements as set out in the Specification for this Contract. The purpose of the Award Questionnaire is to allow the Council to evaluate your organisation’s understanding of the Council’s requirements for this Contract and the Quality of your proposals for meeting those requirements.

The Council’s usual approach to evaluation is to convene an evaluation panel which will evaluate the Award Questionnaires of the qualifying tenderers in accordance with the evaluation criteria. The panel will usually proceed by agreeing consensus scores for each question and recording its reasons for those scores in a single document kept by the Procurement Officer responsible for managing the evaluation process.

Particular questions may be evaluated by specialist officers under the guidance of the Procurement Officer responsible for managing the evaluation process, without reference to the remainder of the panel, where the technical or specialist nature of the question makes that appropriate. The Council reserves the right to adopt other approaches to evaluation where appropriate.

The Council will evaluate your submission to the DPS on a Pass/Fail basis. The Award Criteria is stated below.

The Council will score the Tenders according to the PASS/FAIL criteria set out in the scoring matrix. An evaluation panel made up of Council Officers anticipated to be Dorian Latham, Eve McShannon, Andrew Thompson, Ashleigh Billingham, and any other person the Council considers appropriate, will carry out the evaluation of tenders in accordance with the criteria set out in the Scoring Matrix. The Council may, in its absolute discretion, make changes to the anticipated evaluation panel e.g., to accommodate personnel changes or issues.

Any changes to the evaluation panel will be confirmed with tenderers before the evaluations take place. This information will be made available via the Discussions page on the NEPO Portal. Tenderers must notify the Council before the tender submission deadline if they have any objections to any member of the evaluation panel.

The Council does not undertake to accept the lowest or any Tender at Further Competition stage and reserves the right to accept the whole or any part of any Tender submitted. The Council reserves the right to seek clarification from any supplier during the evaluation period. This may be in writing or by means of a clarification meeting. This is to help the Council in its consideration of their Tenders. The Council will not be liable for any additional charges that were omitted from the Tender.

**Award Criteria**

|  |  |
| --- | --- |
| **CRITERIA** | **WEIGHTING** |
| **Quality** The allocated weighting to Quality is:* Tenderers should refer to the Award section for further information on how this will be scored.
 | PASS/FAIL |
| **Social Value** The allocated weightings for social value are:* Tenderers should refer to the Social Value Toolkit for further information on how this will be scored.
 | Section 1, 2 & 3 = To be delivered once £100,000 value has been achieved  |

**6. BUSINESS CONTINUITY**

Gateshead Council, under the Civil Contingencies Act 2004, is required to have in place robust business continuity plans and procedures that would in the event of an emergency enable us to continue to provide our services. This duty extends to ensuring its suppliers and service providers have plans in place to ensure the resilience of operations.

Low risk - This contract has been deemed by the Council to be low to medium risk in terms of Business Continuity, however the Council expects that all suppliers have Business Continuity plans and processes in place to ensure delivery of this contract.

Further advice and guidance can be provided by Gateshead Council’s Emergency Planning and Resilience Team (tel. 0191 433 2807) can provide advice and guidance on the production of Business Continuity Plans if requested or visit <https://www.gateshead.gov.uk/article/2920/Business-continuity>

**7. MANAGEMENT FEE**

Suppliers should note that the Council operates a management fee arrangement whereby Contractors are asked to pay to the Council 1% percent of the total annual invoice in respect of all business received from the Council as listed in the Management Fee Schedule. The Pricing Schedule should take this requirement into account and suppliers must complete the management fee form at Schedule 5.

**8**. **SITE VISITS**

Site Visits will be necessary during further competitions so Contractors can fully assess the sites for Health and Safety requirements, any Utilities in the area and price the work accordingly.

Site Visits must be arranged with the Woodland Creation Officer unless otherwise stated.

**9. DPS**

The Council does not give any guarantee and/or warrant the actual value of the goods and products (if any) which will be placed with the successful Suppliers.

The basis for award is via a further competition involving all those Suppliers who are successful in being appointed to the DPS.  The criteria for evaluations of the further competition stage are outlined below.

|  |  |
| --- | --- |
| Further Competition Criteria | Further Competition Weighting |
| Price | To be set within further competition |
| Quality (including but not limited to; Compliance with Specification and Traceability) | To be set within competition |
| Availability of Goods | To be set within further competition |

10. SUPPLIER INCENTIVE PROGRAMME

Gateshead Council has reviewed and upgraded its payment processes with a view to achieving greater efficiency in paying its suppliers, and as such improving its relationship with them. As a result, the Council is now able to offer the Supplier Incentive Programme

The benefits of this to Gateshead Council’s suppliers are:

* improved cash flow through early payment of their invoices by the Council – the Council’s target is to pay invoices 10 days, or earlier, after the receipt of a valid invoice.
* increased efficiency of invoice processing via e-invoicing.
* prioritised invoice processing and query resolution.
* nominated commercial managers for enhanced channels of communication; and
* a shift in focus to service improvement rather than transactional processing.

Gateshead Council expects its suppliers to support the Supplier Incentive Programme, which will allow the Council to protect its front-line services, whilst leveraging its sovereign credit rating and access to a low cost of cash so that it can provide liquidity to its supply chain.

***PLEASE NOTE THAT ALL SUPPLIERS ARE REQUIRED TO COMPLETE THE DECLARATION OF INTENT EVEN IF THEY DO NOT PARTICIPATE IN THE SUPPLIER INCENTIVE PROGRAMME. IF SUPPLIERS DO NOT WISH TO PARTICIPATE IN THE SUPPLIER INCENTIVE PROGRAMME, THEY SHOULD INDICATE THIS IN THE DECLARATION BY COMPLETING THE RELEVANT BOX. FAILURE TO SUBMIT A COMPLETED DECLARATION OF INTENT MAY INVALIDATE A SUPPLIER’S TENDER BID***

**How it works**

The Council’s standard contract payment terms remain as payment within 30 days of receipt of an invoice, in arrears. Where suppliers choose to participate in the programme, they will be paid early, and have a small rebate deducted from the amount owed (which is retained by the Council, directly improving the budget position, and protecting frontline service). The Council’s target is to pay its suppliers on the tenth day after receiving an invoice, i.e., 20 days in advance of the final date for payment as set out in the Council’s contractual terms. Social value

However, the actual payment day may vary between day 1 and day 30 after receipt of an invoice. As such, the rebate deducted from the amount owed is calculated dynamically and is proportionate to the actual number of days by which payment is accelerated (this is the number of elapsed days between the receipt of the supplier’s invoice and the date payment is made by the Council). A rebate is only applied if payment is made in advance of the 30th day after receipt of an invoice.

Please note that the payment date is the date the payment leaves the Council’s bank account and not the date on which it arrives in the supplier’s bank account. Please see rebate table below for further details of the daily rebate schedule.

Should a supplier elect to participate in the Supplier Incentive Programme and win this tender, that terms of the Programme will be included in the terms and conditions of the service contract. The Council reserves the right to refine or remove or alter individual features and benefits of the Supplier Incentive Programme at any time.

Prices should be submitted on the following basis:

*Gross Price X*

*Rebate Offered (X)*

*Net Price X*

(I.e., the Supplier Incentive Programme rebate offered is subtracted from the Gross Price to calculate the “Net Price”).

The best (lowest) Net Price receives the maximum score available for the price element of this tender. The remaining Net Price offers receive a score pro rata to the best Net Price using the following calculation:

*Lowest Net Price*

*------------------*

*Supplier’s Net Price X Maximum points*

**Suppliers are required to complete the Declaration of Intent even if they do not participate in the Supplier Incentive Programme. Failure to do so may invalidate a supplier’s tender submission.**

The rebate offered by suppliers in the tender submission indicates the rebate that would be retained by the Council if they were to pay the supplier’s invoice on the tenth day following its receipt (e.g., 20 days earlier than the contracted payment term of 30 days from the date of receipt of the invoice). Please refer to the Supplier Incentive Programme – Rebate Table below to demonstrate how rebates are calculated dynamically.

**Example:**

For an evaluation allocating 40% to Price, the evaluation would be as follows based on the four example bids received:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Price: 40%** | **Supplier 1** | **Supplier 2** | **Supplier 3** | **Supplier 4** |
| **Gross Price** | £1,000 | £1,000 | £1,300 | £1,250 |
| **SIP Rebate Offered** | 0.50% | 0% | 2.00% | 1.50% |
| **Net Price** | £995 | £1,000 | £1,274 | £1,231 |
| **Score** | 40% | 39.8% | 31.2% | 32.3% |
| **Outcome** | **Best (Lowest) Net Price**  |  | **Worst (Highest) Net Price** |  |

**Supplier Incentive Programme – Rebate Table**

|  |  |
| --- | --- |
| **Number of days elapsed between the Calculation Trigger Date and the Invoice Payment Date** | **% of the amount owed that may be deducted and retained by the Council as the Rebate** |
| 0 | 0.75% | 1.50% | 1.88% | 2.25% | 3.00% |
| 1 | 0.73% | 1.45% | 1.81% | 2.18% | 2.90% |
| 2 | 0.70% | 1.40% | 1.75% | 2.10% | 2.80% |
| 3 | 0.68% | 1.35% | 1.69% | 2.03% | 2.70% |
| 4 | 0.65% | 1.30% | 1.63% | 1.95% | 2.60% |
| 5 | 0.63% | 1.25% | 1.56% | 1.88% | 2.50% |
| 6 | 0.60% | 1.20% | 1.50% | 1.80% | 2.40% |
| 7 | 0.58% | 1.15% | 1.44% | 1.73% | 2.30% |
| 8 | 0.55% | 1.10% | 1.38% | 1.65% | 2.20% |
| 9 | 0.53% | 1.05% | 1.31% | 1.58% | 2.10% |
| 10 (Target Day) | 0.50% | 1.00% | 1.25% | 1.50% | 2.0% |
| 11 | 0.48% | 0.95% | 1.19% | 1.43% | 1.90% |
| 12 | 0.45% | 0.90% | 1.13% | 1.35% | 1.80% |
| 13 | 0.43% | 0.85% | 1.06% | 1.28% | 1.70% |
| 14 | 0.40% | 0.80% | 1.00% | 1.20% | 1.60% |
| 15 | 0.38% | 0.75% | 0.94% | 1.13% | 1.50% |
| 16 | 0.35% | 0.70% | 0.88% | 1.05% | 1.40% |
| 17 | 0.33% | 0.65% | 0.81% | 0.98% | 1.30% |
| 18 | 0.30% | 0.60% | 0.75% | 0.90% | 1.20% |
| 19 | 0.28% | 0.55% | 0.69% | 0.83% | 1.10% |
| 20 | 0.25% | 0.50% | 0.63% | 0.75% | 1.00% |
| 21 | 0.23% | 0.45% | 0.56% | 0.68% | 0.90% |
| 22 | 0.20% | 0.40% | 0.50% | 0.60% | 0.80% |
| 23 | 0.18% | 0.35% | 0.44% | 0.53% | 0.70% |
| 24 | 0.15% | 0.30% | 0.38% | 0.45% | 0.60% |
| 25 | 0.13% | 0.25% | 0.31% | 0.38% | 0.50% |
| 26 | 0.10% | 0.20% | 0.25% | 0.30% | 0.40% |
| 27 | 0.08% | 0.15% | 0.19% | 0.23% | 0.30% |
| 28 | 0.05% | 0.10% | 0.13% | 0.15% | 0.20% |
| 29 | 0.03% | 0.05% | 0.06% | 0.08% | 0.10% |
| 30 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

11. SOCIAL VALUE Themes, Outcomes and Measures (TOMS)

11.1 The Public Services (Social Value) Act came into force on 31 January 2013. It requires people who commission public services to think about how they can also secure wider social, economic, and environmental benefits.

11.2 Social value is important to the Council and is the way we identify relevant and measurable social, economic, and environmental benefits for the people and communities of Gateshead. Suppliers will be asked to work with the Council to achieve benefits that improve the social, economic, and environmental wellbeing within the borough, during the delivery and term of the contract.

11.3 The Council has adopted the principles of the National TOMs Framework and shaped it around the key themes within the Councils Thrive Agenda. The Council has adopted TOMS to help measure and justify the pursuit of social value outcomes in their contracts.

11.4 Tenderers must note when providing Social Value benefits **‘Local’** shall be defined as the **boundary of Gateshead.** Please refer to the evaluation guidance set out within the tender and Social Value Toolkit for further information.

11.5 Suppliers who are successful in winning business through the Framework Agreement exceeding a total value of £100,000 will be expected to deliver the social value outcomes they have submitted into Appendix 4 – Social Value Matrix.

11.6 Suppliers should base their social value offering on being award £100,000 of business throughout the duration of the DPS.

11.7 Section 4 of Appendix 4 – Social Value Matrix MUST still be completed and will be marked on a pass/fail basis as detailed in 11.4 and Schedule 13.

11.8 Suppliers will still be required to submit a method statement which details how their social value offering will be achieved once they have reached £100,000 of business through the framework.

**GATESHEAD COUNCIL**

**ITT SCHEDULE 1**

**TENDER QUESTIONNAIRE**

|  |
| --- |
| **NOTE TO SUPPLIERS**The Tender Questionnaire comprises the Selection Questionnaire and the Award Questionnaire. Each part of the Tender Questionnaire must be completed.Please refer to the Scoring Matrix for details of how your tender will be evaluated.The Selection Questionnaire is in the form mandated by the Crown Commercial Service pursuant to PPN 03/23. The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies. No Supplier will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract. You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.**Please note any Registered Office Address, Business Address and Email Address provided within the Tender documentation will be treated by the Council as Business Addresses and Business email addresses unless you specify otherwise. The Council may use the information submitted in your tender for the compliance with any obligation placed upon the Council, e.g., transparency requirements.** |

1. **Selection Questionnaire**

**Standard Selection Questionnaire**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), none of the grounds for exclusion apply [[1]](#footnote-2). If any of the grounds for exclusion do apply, there is an opportunity to explain any measures you have taken to demonstrate your reliability notwithstanding the existence of a ground for exclusion (we call this self-cleaning).

We require all the organisations that form part of your bidding group/consortium and each subcontractor that you are relying on to meet the selection criteria to provide a completed Part 1 and Part 2 This means that where you are joining a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group/consortium or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the group/consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to exclude you from the procurement process, including where an award decision has already been notified, and award to another supplier.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Supply, Planting and Maintenance of Tree’s**

**DN687998**

**Dynamic Purchasing System (DPS)**

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e., the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every member of your bidding group/consortium, and any sub-contractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
* members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision, or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
* the second category of those with powers of representation, decision, or control, is likely to be more complicated. As an illustration, entities, or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision, or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors, or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn’t necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.
1. 7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

8. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](http://www.legislation.gov.uk/uksi/2015/102/schedule/1/made) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](https://www.gov.uk/government/publications/mystery-shopper-scope-and-remit) and email publicprocurementreview@cabinetoffice.gov.uk or phone 0345 010 3503.

**Part 1: Your Information and the bidding model**

You must answer all questions in Part 1 and 2. If you are the supplier, you must answer all questions in Part 3 as well.

Bidders must ensure that every organisation on which they will rely on to meet the selection criteria completes and submits their own answers and declaration for Part 1 and Part 2.

Yes [ ]

No [ ]

N/A [ ]

|  |  |
| --- | --- |
| **Section 1** | **Your Information** |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Name (if registered, please give the registered name) |  |
| 1.1(b) – (i) | Registered address (if applicable) or head office address |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. private limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration (if applicable) or date of formation |  |
| 1.1(e) | Registration number (company, partnership, charity, etc if applicable) |  |
| 1.1(f) | Registered VAT number  |  |
| 1.1(g) - (i) | Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member State where your organisation is established? | Yes [ ]  No [ ]  N/A [ ]  |
| 1.1(g) - (ii) | If you responded yes to 1.1(g) - (i), please provide the relevant details, including the relevant details, including the name of the register and registration number(s), and if evidence is available electronically, please provide:* the website address
* the issuing body
* reference number
 |  |
| 1.1(h) - (i) | For procurements for **services only**, is it a legal requirement in the country where you are established for you to:a) possess a particular authorisation, orb) be a member of a particular organisation,to provide the requirements specified in this procurement? | Yes [ ]  No [ ]  |
| 1.1(h) - (ii) | If you responded yes to 1.1(h) - (i), please provide additional details of what is required, confirmation that you have complied with this and, if evidence is available electronically, please give the website address, issuing body and reference number. |  |
| 1.1(i) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(j) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-3)? | Yes [ ]  No [ ]   |
| 1.1(k) | Details of Persons of Significant Control (PSC) [[3]](#footnote-4), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company ( - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[4]](#footnote-5)(Please enter N/A if not applicable) |  |
| 1.1(l) | Details of immediate parent company:- Full name of the immediate parent company- Registered or head office address - Registration number (if applicable)- - Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(m) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered or head office address - Registration number (if applicable)- - VAT number (if applicable)(Please enter N/A if not applicable) |  |
| Please note: A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above) |

Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
| **Section 1 (cont.)** | **Bidding model** |
| **Question number** | **Question** | **Response** |
| 1.2 | Please indicate if you are bidding as a single supplier or as part of a group or consortium?*If you are bidding as a single supplier please go to Q 1.3.*If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:1. The name of the group/consortium.
2. The proposed structure of the group/consortium, including the legal structure where applicable.
3. The name of the lead member in the group/consortium.
4. Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).

If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for |  |
| 1.3 | If you are proposing to use subcontractors please provide the details for each subcontractor.[[5]](#footnote-6)- Name- Registration number- Registered or head office address,- Trading status1. Public limited company
2. Private limited company
3. Limited liability partnership
4. Other partnership
5. Sole trader
6. Third sector
7. Other (please specify your trading status)

- Registered VAT number- SME (Yes/No)- The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known- The approximate % of contractual obligations assigned to each subcontractor, if known- Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for? |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including sub-contractors) to meet the selection criteria must complete and submit responses to the Part 1 and the declarations in Part 2.

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| **Section 2** | **Grounds for mandatory exclusion** |
| **Question number** | **Question** | **Declaration** |
| 2.1(a) | Within the past five years, anywhere in the world, have you or any person who:* is a member of the supplier’s administrative, management or supervisory body or
* has powers of representation, decision or control in the supplier[[6]](#footnote-7),

been convicted of any of the offences within the summary below and listed in full on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)? |
|  | Participation in a criminal organisation.  | Yes [ ]  No [ ]   |
|  | Corruption.  | Yes [ ]  No [ ]  |
|  | Fraud.  | Yes [ ]  No [ ]   |
|  | Terrorist offences or offences linked to terrorist activities | Yes [ ]  No [ ]   |
|  | Money laundering or terrorist financing | Yes [ ]  No [ ]   |
|  | Child labour and other forms of trafficking in human beings | Yes [ ]  No [ ]    |
| 2.1(b) | **If you have answered yes to any part of question 2.1(a), please provide further details,** including:* date of conviction and the jurisdiction,
* which of the grounds listed the conviction was for,
* the reasons for conviction,
* the identity of who has been convicted.

If the relevant documentation is available electronically please provide:* the web address,
* issuing authority,

precise reference of the documents. |  |
| 2.1(c) | If you have answered Yes to any part of the question above please explain what measures have been taken to demonstrate your reliablity despite the existence of relevant grounds for exclusion (Self Cleaning) |   |

The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf),[[7]](#footnote-8) and should be referred to before completing these questions.

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| **Section 3** | **Mandatory and discretionary grounds relating to the payment of taxes and social security contributions** |
| **Question No** | **Question** | **Response** |
| 3.1 (a) | Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.If documentation is available electronically please provide:* the web address,
* issuing authority,
* precise reference of the documents
 | Yes [ ]  No [ ]   |
| 3.1 (b) | If you have answered no to 3.1(a) please provide further details including the following:* Country concerned,
* what is the amount concerned
* how the breach was established, i.e. through a judicial or administrative decision or by other means.
* if the breach has been established through a judicial or administrative decision please provide the date of the decision,

if the breach has been established by other means please specify the means. |  |
| 3.2 | Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines. | Yes [ ]  No [ ]   |
| Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions |

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| **Section 4** | **Grounds for Discretionary Exclusion** |
| **Question No** | **Question** | **Response** |
| The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf),[[8]](#footnote-9) and should be referred to before completing these questions. |
| 4.1 | Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf) applied to you? |  |
| 4.1(a) | Breach of environmental obligations?To note that environmental law obligations include Health and Safety obligations. See [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | Yes [ ]  No [ ]   |
| 4.1(b) | Breach of social law obligations?  | Yes [ ]  No [ ]   |
| 4.1(c) | Breach of labour law obligations? | Yes [ ]  No [ ]   |
| 4.1(d) | Bankruptcy or subject of insolvency? | Yes [ ]  No [ ]   |
| 4.1(e) | Guilty of grave professional misconduct? | Yes [ ]  No [ ]   |
| 4.1(f) | Distortion of competition? | Yes [ ]  No [ ]   |
| 4.1(g) | Conflict of interest? | Yes [ ]  No [ ]   |
| 4.1(h) | Been involved in the preparation of the procurement procedure? | Yes [ ]  No [ ]   |
| 4.1(i) | Prior performance issues? | Yes [ ]  No [ ]   |
| 4.1(j)4.1(j) - (i)4.1(j) - (ii)4.1(j) –(iii)4.1(j)-(iv) | Do any of the following statements apply to you ?You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.You have withheld such information.You are not able, without delay, to submit documents if/when required.You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes [ ]  No [ ]  Yes [ ]  No [ ]  Yes [ ]  No [ ]  Yes [ ]  No [ ]   |
| 4.2 | You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.If you are a relevant commercial organisation please -* confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.
* Confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.
 | Yes [ ]  No [ ]  Yes [ ]  No [ ]   |
| 4.3 | If your latest published statement is available electronically please provide:* the web address,

precise reference of the documents. |  |
| 4.4 | If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning) |  |

**Part 3: Selection Questions**

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| **Section 5** | **Not used** |
| **Section 6** | **Not used**  |
| **Section 7** | **Additional Questions including Project Specific Questions** |
| **Question No** | **Question** | **Response** |
| 7.1 | **Insurance**Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:Employer’s (Compulsory) Liability Insurance = £5 Million Public Liability Insurance = £5 MillionProfessional Indemnity Insurance = £2 Million \*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: <http://www.hse.gov.uk/pubns/hse39.pdf> | Yes [ ]  No [ ]  Yes [ ]  No [ ] Yes [ ]  No [ ] Yes [ ]  No [ ]  |
| 7.2 | **Data protection**  |
| 7.2 (a) | Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. | Yes [ ]  No [ ]   |
| 7.2 (b) | Not used |
| 7.3 | Not used |
| 7.4 | Not used  |
| 7.4 (a) | Not used  |  |
| 7.4 (b) | Not used |  |
| 7.4 (c) | Not used |  |
| 7.5 | Not used |
| 7.6 | Not used |
| 7.6 (a)7.6 (b)7.6 (c) | Not usedNot usedNot used |  |
| 7.7 | Not used |  |
| 7.87.8 (a) | Not usedNot used |  |
| 7.8 (b) | Not used |  |
| 7.9 | Not used  |
| 7.10 | Not used  |
| 7.117.11 (a) | Not usedNot used |  |
| 7.11 (b) | Not used |  |
| Not used |  |
| Not used |  |
| Not used |  |
| 7.11 (c) | Not used |  |
| 7.11 (d) | Not used |  |
| 7.127.12 (a) | Not usedNot used  |  |
| 7.12 (b) | Not used  |   |
| 7.12 (c) | Not used |   |
| **NOTE TO SUPPLIERS****Safety Schemes in Procurement (SSIP)**We operate a policy that an organisation which has a valid SSIP or equivalent certificate or in the case of CHAS a valid compliance letter need only complete questions 7.13 (1)-(3). An equivalent certificate could include BS OHSAS 45001issued by a conformity assessment body accredited to provide conformity assessment services to that standard e.g. accredited by UKAS. (The certificate or compliance letter must apply to the office or site that will deliver the service). If you do not participate in the scheme you must complete all questions. Please note that a failure to participate in the scheme will not by itself constitute grounds for an organisation to be disqualified from this process. The successful Supplier will be required to submit job / site specific Health and Safety information e.g. risk assessments, method statements, training certificates before commencing any works on site. Please ensure all evidence submitted is clearly referenced with ‘Health and Safety and the Corresponding Question Number’ and submitted as a separate attachment. If the evidence is contained within a policy/document please ensure you reference the specific page number and paragraph where the evidence is contained.  |
| 7.13 | **High Risk Health and Safety** |  |
| **Role identified** | **Complete questions**  |
| Questions for Organisations with more than 5 employees (except designers/principal designers) | 7.13 (1) – 7.13 (13) |
| Questions for Organisations with less than 5 employees (except designers/principal designers) | 7.13 (1) – 7.13 (3) and 7.13 (14) – 7.13 (17) |
| Questions for Principal Designers & Designers | 7.13 (18) – 7.13 (22) |
| Additional Question for Principal Contractors | 7.13 (23) |
| Additional Question for Care Services Providers | 7.13 (24) |

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|  | **Question 7.13** | **Response** | **Evidence you must supply to support your bid for this work.** |
| 1 | Has your organisation been successfully assessed by a member of the Safety Schemes in Procurement Forum (SSIP, or equivalent) for health and safety in the last 12 months **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a copy of the SSIP or equivalent certificate <http://www.ssip.org.uk/> |
| 2 | Can you confirm that neither your organisation nor any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? The Council will exclude supplier(s) that have been in receipt of enforcement/remedial action orders unless the supplier(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.     | [ ]  Yes | [ ]  No | If you have answered no, **you must provide details in a separate Appendix** of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. |
| 3 | Do you use subcontractors for the activity for which you are being engaged? **Tick yes or no.** The Council will exclude supplier(s) who use subcontractors but do not provide the requested information to demonstrate to the Council’s satisfaction that appropriate processes and arrangements are in place. | [ ]  Yes | [ ]  No | You must provide details of the processes you have in place to check whether your subcontractors or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.If you use subcontractors you must also provide a description of your arrangements for assessing health and safety performance relevant to the work activity you will be undertaking. |
| **Questions for Organisations with more than 5 employees (except designers / principal designers)** It is important that the person filling in this questionnaire understands the health and safety management processes and procedures that operate within the Organisation. When completing the questionnaire it is strongly recommended that Organisations refer to the Health & Safety Executive website through the links provided which will help to understand and complete this application. |
| 4 | Do you have a health and safety policy (that complies with current legislative requirements) and organisation for health and safety (H&S) management? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a copy of the current policy statement (sometimes called the Statement of Intent) – it is important that it is signed by the most senior person within the organisation and dated as this indicates when it was last reviewed. The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for health and safety management at all levels in the organisation.You must also provide a description of how employees are told about the policy.[Writing a health and safety policy](http://www.hse.gov.uk/toolbox/managing/writing.htm) |
| 5 | Do you have arrangements for ensuring that your health and safety measures are effective in reducing / preventing incidents, occupational ill-health and accidents? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a selection of your arrangements for health and safety management that are relevant to the nature of the contract and a description of how employees are told about your arrangements.First AidH&S Training Welfare [Writing a health and safety policy](http://www.hse.gov.uk/toolbox/managing/writing.htm) |
| 6 | Do you have access to competent health and safety advice / assistance as required by Regulation 7 of the Management of Health & Safety Work Regulations 1999? **Tick yes or no.** This may be an employee of the company or a Consultant acting on the Company’s behalf.  | [ ]  Yes | [ ]  No | You must provide a description of how your organisation obtains access to competent health and safety advice and copies of CVs of named health and safety Advisers.If competent advice comes from an external consultant a description of the role they play in managing health and safety within your organisation must be provided.<http://www.hse.gov.uk/managing/competence.htm> |
| 7 | Do you provide employees with appropriate training and information regarding the hazards, risks and controls associated with your work activity? **Tick yes or no.**  | [ ]  Yes | [ ]  No | There should be a competent workforce throughout all levels of the organisation (including senior management). You must demonstrate and provide evidence that your organisation has in place and implements, training arrangements to ensure that its staff / workforce has sufficient skills and understanding to discharge their various duties. Copies of relevant training records must be provided to demonstrate this and support the application for example: induction training records, training certificates, CPD certificates, suitable professional qualifications and sample toolbox talks. Examples of training should be recent and relevant to the organisations work activities. Blank record forms will not be considered.<http://www.hse.gov.uk/simple-health-safety/provide.htm> |
| 8 | Do you check, review and where necessary improve your health and safety performance? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must demonstrate and provide evidence that routine monitoring of health and safety procedures and performance by managers is implemented such as: audits, inspections, safety tours, investigations and evidence of periodic review of health and safety performance at a board level.[http://www.hse.gov.uk/managing/delivering/check/index.htm](http://www.hse.gov.uk/managing/delivering/index.htm)<http://www.hse.gov.uk/managing/delivering/act/review-performance.htm> |
| 9 | Do you have procedures in place to involve the workforce in planning and implementation of health & safety measures? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must demonstrate and provide evidence of how you consult with the workforce on health and safety matters and include evidence that their comments / complaints have been appropriately considered and where appropriate taken on board. For example records of safety meetings or committees’<http://www.hse.gov.uk/involvement/> |
| 10 | Do you routinely record and review accidents/incidents and undertake follow up action? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a copy of your procedure for accident reporting, recording and investigation You must also provide details of any enforcement action currently pending.<http://www.hse.gov.uk/riddor/> |
| 11 | Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide three completed risk assessments (and where applicable the resultant safe system of work or method statements) which are relevant to the main work activities as below.<http://www.hse.gov.uk/risk/>Manual HandlingChecking for Under ground services (cat and genny)Use of hand tools.  |
| 12 | Do you have arrangements for co-operating and co-ordinating your work with others (for example clients, contractors)? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a statement describing your arrangements for co-operating and co-ordinating your work with others.<http://www.hse.gov.uk/managing/delivering/do/organising/co-operation.htm> |
| 13 | Do you have arrangements in place for ensuring appropriate welfare is in place for your workforce including those who travel in the community or work at temporary sites? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide your arrangements for ensuring appropriate welfare facilities are in place.<http://www.hse.gov.uk/simple-health-safety/workplace.htm> |
| **Questions for Organisations with less than 5 employees (except designers / principal designers)**It is important that the person filling in this questionnaire understands the health and safety management processes and procedures that operate within the Organisation. When completing the questionnaire it is strongly recommended that Organisations refer to the Health & Safety Executive website through the links provided which will help to understand and complete this application. |
| 14 | Do you have arrangements in place for identifying and controlling health and safety risks? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a statement outlining how you identify and control health and safety risks and include details of the hazards, risks and controls you have identified and have in place relevant to the work activities you will be undertaking.<http://www.hse.gov.uk/risk/> |
| 15 | Do you have arrangements in place to obtain appropriate health and safety advice? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a description of how you obtain advice relevant to your company activities. (Please note this does not have to be from an external consultant – it may be internal with reference to freely available advice & guidance on the HSE website).<http://www.hse.gov.uk/managing/competence.htm> |
| 16 | Do you ensure your workforce has the skills, knowledge and experience to work safely? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a description of your arrangements and supply evidence to support your statement (for example this could be training records, tool box talk records and/or competence cards).<http://www.hse.gov.uk/simple-health-safety/provide.htm> |
| 17 | Do you have arrangements in place for recording and investigating accidents and incidents? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide details of your procedure for accident reporting, recording and investigation. You must also provide details of any enforcement action currently pending.<http://www.hse.gov.uk/riddor/> |
| **Questions for Principal Designers & Designers** |
| 18 | Does your organisation have a Health and Safety Policy that complies with current legislative requirements? **Tick yes or no.**  | [ ]  Yes | [ ]  No | None required. |
| 19 | Do you ensure that you and your workforce have the appropriate capabilities to enable you and them to discharge your / their legal duties under health and safety legislation? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide evidence of your CPD programme and / or examples of training and development plans and details of how your organisation obtains health and safety information, including technical knowledge and understanding developments in construction. You must also describe how you match individual capabilities with the work undertaken<http://www.hse.gov.uk/construction/areyou/designer.htm> |
| 20 | Do you implement arrangements for meeting the designer duties under the Construction Design and Management Regulations? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide evidence of how risk is reduced through design by: describing how you ensure co-operation and co-ordination of design work within the design team and other contractors; describing how the remaining risks after the design process are managed (with reference to build ability, maintainability and use); describing how any structure that will be used as a workplace meet relevant requirements of the Workplace (Health, Safety & Welfare) Regulations and describing how you manage design changes.<http://www.hse.gov.uk/construction/areyou/designer.htm> |
| 21 | Do you check, review and where necessary improve your health and safety performance? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide evidence of your ongoing system of monitoring health and safety performance, including reviewing and updating the system as necessary for example through project design review. |
| 22 | **Principal designers only**Do you plan, manage and monitor the pre-construction phase, including any preparatory work carried out for projects? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must provide a description of how you ensure the client is aware of their duties; assist the client in obtaining, preparing and collating pre-construction information; supplying pre-construction information to others; ensure other designers co-ordinate & co-operate; liaise with the principal contractor; and prepare the health and safety file for the client. You must also provide an example of pre-construction information and a completed health and safety file.<http://www.hse.gov.uk/construction/cdm/2015/principal-designers.htm> |
| 23 | **Principal Contractors only**Do you plan, manage and co-ordinate the construction phase of projects? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must describe your arrangements for developing the construction phase plan and include an example of a developed construction phase plan.<http://www.hse.gov.uk/construction/areyou/principalcontractor.htm> |
| 24 | **Social Care Providers only** Do you have arrangements in place to ensure risks related specifically to service users are identified and incorporated into care plans? **Tick yes or no.**  | [ ]  Yes | [ ]  No | You must describe how relevant risks are identified, recorded and communicated to employees and an example of this (all personal information relating to service users should be removed if a completed example is submitted rather than a template form).<http://www.hse.gov.uk/healthservices/> |

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| **7.14A** | **Safeguarding Not used** |

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| **7.14B Safeguarding Children Not used** |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

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| Signature (electronic is acceptable) |  |
| Date |  |

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| --- |
| **Contact details of those making the declaration** |

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| --- | --- |
|  | Response |
| Contact name |  |
| Name of organisation |  |
| Role in organisation |  |
| Phone number |  |
| E-mail address |  |
| Postal address |  |

**II. AWARD QUESTIONNAIRE**

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| **NOTE TO SUPPLIERS**This section carries an overall weighting of PASS/FAIL. Each question carries a weighting as set out below. The evaluation methodology is set out in the attached Scoring Matrix.If your organisation is a Consortium this section only needs to be completed by the lead member on behalf of all members of the Consortium. Where a question requires information in respect of an organisation the question should be interpreted as meaning “any of the consortia organisations” and the lead member must ensure that the question is responded to dealing with all members of the consortium.Responses to the questions below should be clearly referenced with the question number and submitted as a separate attachment entitled award questionnaire. All questions require a response.You must address each bullet point within the question, failure to do so will result in a lower score being allocated in line with the scoring descriptors. Your organisation’s response in regard to each separate evaluation criterion is to be set out as a standalone item. Each separate evaluation criterion response will be evaluated in its entirety, clearly separate from any other evaluation criterion response that the supplier elects to submit for evaluation. Failure to provide a response will result in your organisation scoring no marks for that question.Evaluators will not cross reference information from one question to another question regardless of its relevance or quality. Any information provided which is not referenced or exceeds any specified word count will not be evaluated. This will include the content of any appendices which cause an answer to exceed any relevant word count. Hyperlinks and embedded documents will not be considered  |

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| No  | Question | Weighting (%/FIO/PF) |
| 1 | Please confirm all tree’s provided will comply with the Plant Healthy Certification Scheme and will come with a certificate to prove this.  | PASS/FAIL |
| 2 | Please provide an Environmental Policy  | PASS/FAIL |
| 3 | Contractors must confirm they pay their staff the minimum wage relative to their age and employment status as detailed in government guidance in 5.2 in the specification. Contractors must provide employment/equal opportunities policy | PASS/FAIL |
| 4 | **Urban Site**Please describe the approach you would take to promote a tree planting site in an urban area with the local community. The site is a former open area used for informal play. The site is less than 1 ha in size and surrounded on 3 sides by housing and the one side by a busy road with a bus route. Your response should give consideration to the following:* What steps would you take to engage with the local community prior to the planting and during the planting session?
* Do you have any suggestions to provide added social / biodiversity value.

(Response to be no more than 1 page (max 500 words) (Font size 11 and single line spacing) Please clearly label your answer ‘Award Question 4 Urban Site’  | This question is marked pass/fail on a threshold of 4 marks.Suppliers must achieve a score of “fair” 4 in to pass this question.Please see the scoring matrix for information on how questions are scored. |
| 5 | **Rural Site** Please describe the actions you would take in advance of planting at a rural site in the west of the borough. The site is 2.2 ha and located on the edge of an ex-mining village. It is known that a stream has been diverted and now runs through a culvert in the middle of the site. The Council has provided the utilities drawings and confirmation from the service providers. Your response should give consideration to the following:* Are there any risks that may be associated with the scheme?
* What mitigation would you propose?
* What steps would you take to plan the planting event?
* Do you have any suggestions to provide added social / biodiversity value.

(Response to be no more than 1 page (max 500 words) (Font size 11 and single line spacing) Please clearly label your answer ‘Award Question 5 Rural Site’  | This question is marked pass/fail on a threshold of 4 marks.Suppliers must achieve a score of “fair” 4 in to pass this question.Please see the scoring matrix for information on how questions are scored. |

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| **6** | **Social Value**  |  |
|  | **Stage 1** – **Toolkit**Please confirm you agree to work with the Council to deliver social value measures should your organisation be successful in winning business through the DPS. | To be delivered once £100,000 value has been achieved |
| **Supplier’s Response:**Tenderer to confirm they have completed and returned Stage 1 Social Value Toolkit (Appendix 4) within their tender submission: Yes / No  | **Yes/No** |
| **Stage 2 – Method Statement** ONLY the successful Tenderer(s) will be required to submit a separate Method Statement. Tenderers will be informed if they are required to submit a method statement at the Intention to Award stage. Tenderers should NOT submit a method statement with their Tender (they will not be evaluated at this stage). The successful Tenderer(s) method statement response must include the following:* Tenderers must clearly set out how each social value measure they have committed to within the Social Value Toolkit will be delivered and monitored to ensure it is achieved including clear timescales for each measure.
* Tenderers must also evidence that each social value measure will be introduced as a specific result of being awarded this contract.

The Council will ONLY consider and evaluate within the Method Statement what the tenderer plans to deliver under this contract. The Council will NOT consider the following: 1) what the Tenderer is doing generally for social value, 2) what the Tenderer is doing under any other contract, 3) what the Tenderer has done previously, 4) Any other historical achievements. Failure to evidence how your organisation will deliver the measures may result in the contract not being awarded. Tenderers must review the guidance in the Social Value Toolkit (Appendix 4) when preparing their response.***Accepted****– The response demonstrates how the tendered social value measures will be delivered as a direct result of being awarded this contract and provides evaluators with confidence that they will be monitored to ensure they are achieved and delivered within the timescales stated.****Rejected*** *– The response does not demonstrate how the tendered social value measures will be delivered as a direct result of being awarded this contract, but it does not provide evaluators with confidence that they will be monitored to ensure they are achieved and delivered within the timescales stated.* Method statements that are deemed as quality ‘Accepted’ will have the associated social value monetary score retained within their total Social Value Price Score. Method statements that are deemed as quality ‘Rejected’ will not have the associated social value monetary score retained within their total Social Value Price Score and may result in their bid not being successful. The Council reserves the right to go to the next highest scoring tenderer to request a method statement, should this be required.  | Accepted / Rejected  |

**Climate Change**

In response to the climate change emergency declared in 2019, the Council are committed to:

* making our activities carbon neutral by 2030
* achieving 100% clean energy across our full range of functions by 2030
* ensuring that all strategic decision, budgets and approaches to planning decisions are in line with a shift to zero carbon by 2030
* supporting and working with all relevant bodies towards making the entire area carbon neutral within the same timescale

The Council published a  [Climate Emergency Action Plan [7.06MB]](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gateshead.gov.uk%2Fmedia%2F24966%2FClimate-Emergency-Action-Plan%2Fpdf%2F3336-MC-Climate_emergency_Action_Plan_v22.pdf%3Fm%3D637503784846170000&data=05%7C01%7CJanineCopeland%40Gateshead.Gov.Uk%7C19319da74ae048ecc50a08db7266f462%7C09fbb97943174d219cb6e58811169cd8%7C0%7C0%7C638229558731575005%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=19oKxpKnTA4OYE9OknU4t5qgurgD7Zk36FqOXsWTBW0%3D&reserved=0) in February 2021. It's a road map to show how Gateshead Council can become carbon neutral by 2030. The plan ensures the environmental impact of strategic decisions, budgets and planning decisions will be considered as part of our aim reduce carbon use by 2030. Gateshead Council adopted the Climate Strategy in 2022 [Climate Change Strategy 2022 - Gateshead Council](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gateshead.gov.uk%2Farticle%2F22506%2FClimate-Change-Strategy-2022&data=05%7C01%7CJanineCopeland%40Gateshead.Gov.Uk%7C19319da74ae048ecc50a08db7266f462%7C09fbb97943174d219cb6e58811169cd8%7C0%7C0%7C638229558731575005%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=z7rtYrJGcjZWE3zrZlNV7h5R3Rbk0nd%2BD6srZP%2FdT3s%3D&reserved=0) which recognises that the Council's own activities account for only around 2.5% of Gateshead's total emissions. Clearly, achieving a significant reduction in total emissions from Gateshead requires action from everybody - from our communities, from Gateshead businesses, and from our partners.

The Council is starting to work with businesses and our supply chain to ensure that the boroughs carbon emissions are reduced as well as the Council’s scope 3 carbon emissions, which we are beginning to monitor.  The Council would like to ask the following questions, at present these questions are for information only however, this may change in the future:

|  |  |
| --- | --- |
| Question | Response |
| 1. Do you monitor your scope 1/2/3 carbon emissions? Can you provide your latest report? |  |
| 2. Do you have a net zero carbon target for your organisation or equivalent? What is the target date? |  |
| 3. Do you have a Climate Action Plan/Strategy? If so, please provide a copy or a link |  |
| 4. Have you declared a Climate emergency?  |  |
| 1. Do you have an Environmental Policy? If so, please provide a copy or a link
 |  |

**Climate Pledge**

Each organisation is different, with a different budget and different demands - but we can all do something to help tackle the climate crisis. Some changes are cost free, some very cheap, but some might require investment to make a longer-term saving.

Gateshead Council are asking households and businesses across Gateshead to choose their own ways they pledge to help us be carbon neutral by 2030. Our supply chain has a unique and significant role to play in reducing the Council’s emissions, the emissions of Gateshead and industry emissions.

We are encouraging our suppliers to sign the Climate Pledge and consider how you are able to contribute to tackling climate change, whilst also benefiting from some of the win wins.

[Climate pledge - Gateshead Council](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gateshead.gov.uk%2Farticle%2F23102%2FClimate-pledge&data=05%7C01%7CJanineCopeland%40Gateshead.Gov.Uk%7C19319da74ae048ecc50a08db7266f462%7C09fbb97943174d219cb6e58811169cd8%7C0%7C0%7C638229558731575005%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=S51vXcNeGcbm4NRcWB%2BCgzZfmzIPtDTVyvN9c9Js8o8%3D&reserved=0)

**ITT SCHEDULE 2**

**PRICING SCHEDULE**

|  |
| --- |
| **NOTE TO SUPPLIER*** The Council’s standard settlement terms are 30 days net
* All prices shall be stated in pounds sterling and exclusive of VAT
* Suppliers must also indicate all other costs that will be associated with the contract e.g. rates, expenses etc within their price. No claim for additional payment will be considered for items that have not been specified.
* Pricing will be requested at further competition stage.
 |

**ITT SCHEDULE 3**

**FORM OF TENDER**

|  |
| --- |
| **NOTE TO SUPPLIER**If you are a Consortium, the Form of Tender must be signed by each member of the Consortium and the lead member must be identified. |

Supply, Planting and Maintenance of Tree’s (the ‘Contract’)

Form of Tender

To: Gateshead Council, Corporate Commissioning and Procurement, Civic Centre, Regent Street, Gateshead, NE8 1HH

Procuring Officer Name: Ashleigh Billingham

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir/Madam

Tender for the Contract

I/We the undersigned, tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms of the Contract.

I/We confirm that I/We can supply the Contract as specified in the Invitation to Tender.

I/We confirm that:

* We accept the Contract as issued with the Invitation to Tender
* In the event of acceptance of our Tender we to execute the within 15 business days of acceptance (or otherwise agreed by the Council), and in the interim, provide the Contract in accordance with the Contract if necessary
* The information supplied to you forming part of this Tender; and

(to avoid doubt) any information that I/We supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

* This tender will remain valid for [XX] days from the date of this Form of Tender.

I/We confirm and undertake that if any such information becomes untrue or misleading that I/We shall notify you immediately and update such information as needed.

I/We confirm that I/We are authorised to commit the supplier to the Contractual obligations contained in the Invitation to Tender and the Contract.

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is the lower, the same, or higher than any other Tender.

|  |  |
| --- | --- |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of  | [Insert Organisation Name] |
| Name(s) |  |
| Position |  |
| For and on Behalf of  | [Insert Organisation Name] |

**ITT SCHEDULE 4**

**CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING**

Supply, Planting and Maintenance of Tree’s (the ‘Contract’)

To: Gateshead Council, Corporate Commissioning and Procurement, Civic Centre, Regent Street, Gateshead, NE8 1HH

Procuring Officer Name: Ashleigh Billingham

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As a public body it is imperative that the Council receives genuine competitive offers from suppliers, and that all suppliers act in a manner that is honest and reflects best practice. Suppliers are therefore required to sign this document to certify that they have not, and will not undertake any acts of canvassing or collusion.

**Statement of Non-Canvassing**

We hereby certify that we have not canvassed any member, officer, representative or adviser of the Council in connection with this Tender, and that no such person employed by us, or acting/advising on our behalf has committed such an act.

We further undertake that we will not canvass any member, officer, representative or advisor of the Council in connection with this Tender or the proposed award of the Contract, and that no person employed by us, or acting/advising on our behalf will do so.

**Statement of Non-Collusion**

We certify that this is a bona fide offer, intended to be competitive, and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any subcontractor identified in this offer)

We also undertake that at any time during the tender process, and (in the event of our Tender being successful) while the resulting Contract is in force, we have not, and will not:

1. Enter into an agreement with any other person to the effect that they shall refrain from tendering to the Council, or seeking to fix the amount of any offer submitted by them;
2. Inform any other person than the Council of the details of the submitted Tender, except where such disclosure is essential for insurance purposes, or for any other legitimate legal or regulatory requirements;
3. Cause or induce any other person to enter into such agreement as described in paragraph 1 above; and
4. Commit any offence under either the Competition Act 1998, the Enterprise Act 2002, the Bribery Act 2010, or s117 of the Local Government Act 1972.

*In this certificate, references to a ‘person’ include any person, body, association, or corporate entity, and reference to any ‘agreement’ include any arrangement whether legally binding or not. Words in the singular shall include the plural and vice versa.*

We agree that the Council may rely upon the statements made in this Certificate.

|  |  |
| --- | --- |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of  | [Insert Organisation Name] |

**ITT SCHEDULE 5**

**MANAGEMENT FEE FORM**

1. It is a condition of this Contract that the successful supplier must pay the Council 1% management fee. This will:
* Cover services in respect of the establishment and management of the Contract.
* Be based upon invoices paid through the Councils purchase ledger for all business received from the Council, including any public or private entity in which the Council has a shareholding or interest, maintained schools or Academy schools as defined in the Academies Act 2010.
* Include items of goods or services not listed within the Pricing Schedule of this ITT which may be provided by the Supplier to the Council during the term of this Contract.
* Include postage and any other ‘pass through’ costs charged to the Council by the Supplier.

A one-off management fee of 1% paid annually 12 months after the Commencement Date. An invoice shall be sent by the Authorised Officer to the Supplier and payment should preferably be made by BACS transfer.

1. Non-payment of the management fee will be deemed as breach of this Contract. The Council will commence debt recovery action in order to recover the management fee and the Contract may be terminated for breach of Contract.
2. This agreement for a management fee shall be considered confidential and must not be discussed with or disclosed to any other parties.
3. Please provide details of the person who is responsible for the administration of the management fee:

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Telephone No & Ext |  |
| Email Address |  |
| Please give the name and the address for Management Fee correspondence (please note that the name given must be the same as the person, organisation or legal entity submitting the tender). |
| Name of Organisation |  |
| Address |  |
| Position |  |
| Telephone No  |  |
| Fax No |  |
| Email |  |
| Contractor DeclarationI confirm that I have read and understand the contractual clauses above and that if my/our Tender is successful then I/We shall comply in all respects |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of  | [Insert Organisation Name] |

**ITT SCHEDULE 6**

**TERMS AND CONDITIONS**

PART 1 Contract Particulars (attached as a separate document)

PART 2 Dynamic Purchasing Systems Agreement (attached as a separate document)

**ITT SCHEDULE 7**

**FREEDOM OF INFORMATION SCHEDULE**

|  |
| --- |
| **NOTE TO SUPPLIERS**Please ensure you fully document on the table below any information submitted as part of this ITT which is considered by the supplier as confidential/commercially sensitive under the Freedom of Information Act 2000 |
|  | To be completed by all Organisations |
| 1. Document Submitted:
 |  |
| 1. Section/Paragraph of document
 |  |
| 1. Specify the information/wording considered to be confidential/ commercially sensitive
 |  |
| 1. Reasons/justifications for information being confidential/commercially sensitive
 |  |
| 1. Timescale which information under (3) shall be confidential
 |  |
| 1. Specify Exemption Confidential or Commercially Sensitive
 |  |

**ITT SCHEDULE 8**

**Not used**

**ITT SCHEDULE 9**

**Not used**

**ITT SCHEDULE 10**

**Not used**

**ITT SCHEDULE 11**

**International Financial Reporting Standard Leases**

International Financial Reporting Standard 16 (IFRS 16) introduces a single lessee accounting model, in order to comply with IFRS 16 the Council is required to record all lease information.

You are required to answer Yes or No to the following two questions at this stage. If you are the successful supplier and have answered yes to either of these questions the Council will seek further information at the point of contract award. These questions are for information only and do not form any part of the tender evaluation.

|  |  |  |
| --- | --- | --- |
| **No**  | **Question** | **Response** |
| 1 | In order to fulfil this contract do you envisage your organisation will be required to use any physical assets (whether leased or owned). | Yes [ ]    No   [ ]  |
| 2 | If yes, would the asset(s) be for the sole use of the Council i.e.  the Council have full control and decision-making power over the use of the asset(s)? | Yes [ ]    No   [ ]  |
| 3 | If yes to question 2, are you able to substitute the asset(s) easily in order to carry out the contract e.g. if the asset was broken? | Yes [ ]    No   [ ]  |

Please refer to the link below for further information :-

[IFRS\_16\_Application\_Guidance\_December\_2020.pdf (publishing.service.gov.uk)](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F956108%2FIFRS_16_Application_Guidance_December_2020.pdf&data=05%7C01%7CSueLongstaff%40Gateshead.Gov.Uk%7C5f19a3b2ff5c4428b9cc08da220b16e1%7C09fbb97943174d219cb6e58811169cd8%7C0%7C0%7C637859728259759393%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=E39AWxX1wdnhXd%2Fr0Oy%2BHZInbrRCw3s%2BNRP22qciI64%3D&reserved=0)

**Declaration**

I/We confirm that the above information is correct and accurate

|  |  |
| --- | --- |
| Signed By |  |
| Name(s) |  |
| Position |  |
| For and on Behalf of  | [Insert Organisation Name] |

**ITT SCHEDULE 12**

**SUPPLIER INCENTIVE PROGRAMME**

Please note: The Supplier Incentive Programme is optional and suppliers can decide to enter into this scheme Entering the scheme will ensure your invoices are paid faster, please refer to the above section in the tender for further details.

**1.1.** Please confirm that you have read and understood the Supplier Incentive Programme guidance in the ITT documentation, and that you understand your willingness (or not) to participate in the Supplier Incentive Programme may impact the evaluation of this tender, by writing the word “yes” in the box below:

|  |
| --- |
|  |

 **1.2.** In the section below, select **one** of the two options by placing an “X” in the right hand column, and for option 1 please also state the rebate rate that you are offering by placing an “X” below the rebate being offered.

|  |  |
| --- | --- |
|  |  |
| **Option 1**Supplier confirms its participation in the Supplier Incentive Programme on the terms of the contract terms & conditions**Please select therebate you are offering for payment of invoices 10 days after receipt:** |  |
|  | 0.5% | 1.0% | 1.25% | 1.5% | 2.0% |
|  |  |  |  |  |  |
|  |  |
| **Option 2** Supplier confirms it will not participate in the Supplier Incentive Programme.  |  |

Rebates will be deducted and retained by Gateshead Council.

**ITT SCHEDULE 13**

**Not used**

**ITT APPENDIX 1 - INFORMATION TO SUPPLIERS - SEE** **ATTTACHED**

**ITT APPENDIX 2 – Not used**

**ITT APPENDIX 3 - SCORING MATRIX – SEE ATTACHED**

**ITT APPENDIX 4 - SOCIAL VALUE TOOLKIT – SEE ATTACHED**

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-2)
2. See EU definition of SME: <https://ec.europa.eu/growth/sme/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-3)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See [PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships)](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). Overseas bidders are required to provide equivalent information [↑](#footnote-ref-4)
4. 4 Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only. [↑](#footnote-ref-5)
5. This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18. [↑](#footnote-ref-6)
6. see Notes for Completion [↑](#footnote-ref-7)
7. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-8)
8. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-9)