

**Invitation to tender for the provision of:**

**The Somer Valley Rediscovered website**

**Under the open procedure**

Supplying the South West reference number: DN379804

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**Section 1: The requirement**

**1.1 Introduction**

Bath and North East Somerset Council (B&NES) is a unitary authority created on 1 April 1996, following the abolition of the County of Avon. The council has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets and fairs, refuse collection, recycling, cemeteries and crematoria, leisure services, parks and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km2), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal settlement in the district, and after developing as a spa resort in Georgian times, it remains a major cultural tourism centre today, having gained World Heritage City status.

**The Corporate Strategy**

The [Corporate Strategy](https://beta.bathnes.gov.uk/bnes-council-corporate-strategy-2020-2024) is the council’s overarching strategic plan, agreed in 2020, which sets out what we plan to do, how we plan to do it and how we will measure performance.

We have one overriding purpose: **To improve people’s lives**.

We have two core policies:

1. **Tackling the climate and nature emergency**

In 2019, we declared a climate emergency across Bath and North East Somerset and our commitment is to achieve carbon net zero by 2030.

1. **Giving people a bigger say**

We want to make sure we are involving local people, parish councils and others in our decision making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

**Suppliers and contractors who do business with the council must commit to helping the council meet these objectives.**

**1.2** **Overview and background**

Somer Valley Rediscovered is a strategic green infrastructure project, developed in response to growing evidence that having access to green spaces and being connected to nature can help improve people’s physical and mental health and wellbeing.

The project aims to provide better access to green spaces, improve biodiversity and habitat restoration and develop volunteer networks to manage sites, along with a programme of events to intrigue and inspire people to value, enjoy and rediscover local walks, the natural environment and heritage of the beautiful Somer Valley.

The project area incorporates Midsomer Norton, Paulton, Peasedown St John, Radstock and Westfield, along with the surrounding smaller villages and countryside, which has been profoundly influenced by the former coal mining industry.

Somer Valley Rediscovered will incorporate a number of complementary projects, including the Active Travel Social Prescribing initiative, with more projects being developed over time.

The project is led by Bath & North East Somerset Council (B&NES), B&NES Public Health, Wessex Water and Natural England, with funding from the West of England Combined Authority (although sub-projects may be funded differently).

Bath & North East Somerset Council wish to establish a contract for the provision of the Somer Valley Rediscovered website. This is a contract for services.

The website will be an essential way for the project, and its sub-projects, to effectively communicate and engage with their target audiences. It will also enable people to easily find the information and resources they need, to be inspired to explore and rediscover the local landscape, whilst improving their health and wellbeing.

**1.3** **Specification**

Somer Valley Rediscovered (SVR) is seeking to appoint a suitably qualified organisation / individual to **design, build and maintain** the SVR website.

The website will be the primary source of information and interpretation about Somer Valley Rediscovered and its sub-projects. It should be fully accessible for multiple audiences, across different devices, with easy to understand and navigate content. It must fully meet WCAG 2.1 AA accessibility standards.

It should have the functionality to include (subject to detailed scoping):

**Phase one**

* An explanation of Somer Valley Rediscovered and its existing sub-projects, with each project having its own section on the website
* A calendar for events and activities with images, filtered categories, search function and an interactive map
* A booking system, where visitors can register for events and activities or sign up for volunteering opportunities
* A full and comprehensive search function covering the entire website
* A stories / news / blog function for regular updates
* An e-newsletter sign up function for visitors, potentially using Mailchimp for the creation of e-newsletters
* Clickable icon links to the SVR social media channels, including Twitter, Instagram and Facebook, potentially with an automated feed for one of the accounts
* The ability to add accessible photos, films, infographics, interactive and PDF map routes etc
* Full website optimisation, including a Google Analytics account which the SVR Team can fully access

**Phase two**

* A learning zone for downloadable educational resources
* The ability to run occasional surveys about the website / content

**Please note:**

* The website needs to be relevant and appealing to a wide range of audiences with a clean, fresh look which is easy to use and navigate on various devices
* The SVR Team will need to be able to access the CMS to independently edit information and create new content
* We will consider any CMS, as long as it is easy to use and training can be provided for the SVR Team
* We will consider different booking systems, including bespoke built within the website or linked to existing platforms, such as Eventbrite
* At the end of the three year project, we will implement legacy arrangements, which could include transferring some / all elements to another host site

Website examples from similar projects, with comparable content, include:

* [Bathscape](https://www.bathscape.co.uk/)
* [New Forest National Park](https://www.newforestnpa.gov.uk/)
* [Foresters’ Forest](https://www.forestersforest.uk/)
* [Water, Mills and Marshes](https://watermillsandmarshes.org.uk/)

**1.4** **Term of contract / Service requirement date**

This agreement will commence in March 2023 and expire in September 2025.

|  |  |
| --- | --- |
| **Task** | **Timescale** |
| Tender process | January - February 2023 |
| Contract awarded | March 2023 |
| Detailed scoping | March / April 2023 |
| Initial build, content development and staff CMS training (Phase 1) | April - May 2023 |
| Additional content development (Phase 2) | May / June 2023 onwards |
| Mid-project review and refresh | August 2024 |
| Project end date with provision for legacy / migration (where required) | September 2025 |

We are looking for a contractor that:

* Demonstrates they fully understand our requirements in letting this contract, and are prepared to work with us in a flexible way over the contract period to best meet our needs, including face to face meetings and / or location visits (expenses will not be paid for attending in person meetings / visits)
* Proves that the personnel who will be involved in the project have the appropriate skills and relevant background knowledge, with a particular interest and understanding of the local area and its requirements
* Shows they will be able to work effectively and in a creative way with the SVR Team and partnership organisations
* Has the ability to work to the stated timetable above

**1.5** **Estimated value of contract**

A maximum budget of **£15,000** (excluding VAT) is available for the website design, build and development, including the mid-project refresh.

There is also additional funding available for initial website content development, including creating a library of local photos. An additional amount of up to **£10,000** has been allocated to cover any additional design costs, alongside the annual hosting / maintenance costs for the life of the three year project and any end of project legacy / migration costs.

Please itemise **all** design, build and maintenance costs separately, including your staff costs, proposed number of days / hours and response timeframe for responding to change requests / content edits.

We encourage tenders from organisations and SMEs based within the South West of England.

**Section 2: Instructions to bidders**

**2.1** **E-tender system**

The council use the Supplying the South West e-tendering system to issue invitations to tender and to receive responses from bidders.

Suppliers must ensure they have the most up to date invitation to tender document, by registering and expressing an interest on the e-tendering system at [www.supplyingthesouthwest.org](http://www.supplyingthesouthwest.org).uk. **This will enable suppliers to view the latest documents and see any relevant comments and discussions.**

There is assistance available to bidders in relation to using the e-tendering system via the supplier help facility on the login page. If you are unable to resolve an issue with using the system, please e-mail [ProContractsuppliers@Proactis.com](mailto:ProContractsuppliers@Proactis.com) and explain the nature of your query.

**2.2** **Register intent or opt out**

The ‘register intent’ button will be greyed out until the mandatory requirement to click on ‘view ITT’ has been carried out.

Once the tender information has been viewed, bidders will be able to click on ‘register intent’, which will inform the council of your intention to respond to this opportunity.

If a bidder does not wish to or is unable to submit a tender and is therefore not interested in proceeding, they are required to click on ‘opt out’ to decline the opportunity.

**2.3** **Preparation of tender**

Bidders must obtain for themselves all information necessary for the preparation of their tender response. All costs, expenses and liabilities incurred by the tender in connection with the preparation and submission of the tender, shall be borne by the bidder, whether or not their offer is successful.

Information supplied to the bidder by council staff or contained in council publications is supplied only for general guidance in the preparation of the tender. It shall remain the property of the council and shall be used only for the purpose of this procurement exercise.

Bidders must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the council for any loss or damage, of whatever kind and howsoever caused, arising from the use by bidders of such information.

Responses to each tender question should be written concisely and clearly answer the question posed in English.

Bidders will only be able to respond to questions that require an input from them and are located within the invitation to tender document attached within the e-tender system.

**2.4** **Price schedule**

The council requires bidders to complete and upload a price schedule, where requested to do so within the e-tender system.

All prices shall be in Pounds Sterling and exclusive of VAT.

**2.5** **Other documents or supporting evidence**

If instructed to do so within the e-tender system, the bidder must complete and upload other documentation that may be provided with this tender process or upload evidence to support their tender submission.

Tenders must not be qualified, conditional or accompanied by statements that could be construed as rendering them equivocal and / or placed on a different footing to those of other bidders. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The council’s decision on whether a tender is acceptable or not, will be final and the bidder concerned will not be consulted. If a bidder is excluded from consideration, the bidder will be notified.

**2.6** **Returning your completed tender**

Bidders are required to submit their tender within the e-tender system by **2pm on Thursday 16 February 2023**.

It is the bidder’s responsibility to ensure that the tender is submitted and that all the requested documentation has fully uploaded by the closing date and time. Bidders should therefore allow enough time to complete questions and upload their response and not leave it to the last minute.

Failure to complete and upload the requested documentation within the e-tender system will result in the council rejecting the tender as a fail / non-compliant tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents.

Acceptable file formats: Txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.

Late tender submissions: Tenders received after the closing date will not be considered. The council is under no obligation to consider partial or late submissions.

E-mailed or hard copy tenders will not be accepted.

If the council issues an amendment to the original tender, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the council, be given to all bidders.

The bidder’s tender responses will be checked for completeness and compliance before responses are evaluated. The council expressly reserves the right to require a bidder to provide additional information supplementing or clarifying any of the information provided, in response to the requests set out in the tender. However, the council is not obliged to make such requests.

Bidders shall accept and acknowledge that by issuing this invitation to tender, the council shall not be bound to accept any tender and reserves the right not to conclude a contract or framework agreement for some or all of the goods, services and / or works for which tenders are invited.

**2.7** **Tender validity**

The tender should remain open for acceptance for a period of 120 days. A tender valid for a shorter period may be rejected.

**2.8** **Communication**

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Bidders should seek to clarify any points of doubt or difficulty using the messaging facility via the Supplying the South West e-tender system. They must submit clarifications at least 10 days prior to the tender closing date, for the council to respond. It is not acceptable for bidders to seek clarifications via telephone or e-mail outside of the e-tender system. Please check the messaging system before submitting the clarification to make sure it hasn’t already been asked / answered.

Where the council considers any question or request for clarification to be of material significance, it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the tender. Bidders should therefore not include within their question the organisation’s name and any potential commercially sensitive information.

**2.9** **Confidentiality**

The bidder must keep confidential and not disclose to any third parties, any information contained within their bid. They shall not release details other than on an ‘in confidence’ basis, to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint bidders.

The tender shall not be canvassed for acceptance or discussed with the media, any other organisation, member / officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the tender process, could be excluded from the process.

**2.10 Grounds for rejection**

The council reserve the right to reject or disqualify a tender and / or its consortium members where:

* A tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the council’s submission requirements, which have been notified to bidders
* The Bidder and / or its consortium members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations and / or fails to certify that it has fulfilled these requirements
* The bidder and / or its consortium members are guilty of material misrepresentation in relation to its application and / or the process
* The bidder and / or its consortium members contravene any of the terms and conditions of this document or the ITT or
* There is a change in identity, control, financial standing or other factor impacting on the selection and / or evaluation process affecting the bidder and / or its consortium members
* Dis-qualification of a bidder will not prejudice any other civil remedy available to the council and will not prejudice any criminal liability that such conduct by a bidder may attract

**2.11** **Disclaimer**

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the council, nor any relevant other contracting bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

* Make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or
* Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information, nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication

Any contract or framework agreement concluded as a result of this ITT shall be governed by English law.

**2.12** **Freedom of Information Act**

The council must adhere to the Freedom of Information Act 2000. The Act allows access to information held by the council, including tender documents and contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person or information that constitutes a trade secret.

Bidders are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Bidders’ statements will be considered in the context of the exemptions provided for under the Act and the council is unable to give any guarantee that the information in question will not be disclosed.

**2.13** **Transparency**

Bidders should be aware that if they are awarded a contract, details of the resulting contract will be published on the council’s website in accordance with the Local Government Transparency Code 2015. For further details of what the council must publish, please visit the Local Government Association website at [www.local.gov.uk](http://www.local.gov.uk).

In some circumstances, limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a tender, the bidder accepts the council’s right to publish details of expenditure as well as information contained within the tender.

**2.14 Equality**

The council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to its commercial relationships with its suppliers.

All suppliers will be treated fairly and equitably before, during and after the tender procedure. Should you have any concerns about the way in which an officer of the council has treated you, then you should, in the first instance, contact the Head of Strategic Procurement and Commissioning.

**2.15 Ethical procurement**

The council will consider the impact of economic and social factors along with price and quality and must ensure that the practices its suppliers and contractors undertake are above reproach.

Any indications of unacceptable practices in the supply chain, such as fraud, corruption, modern-day slavery, human trafficking and child labour will be challenged.

Where a contract exists between the council and a supplier or contractor and it is found that any of the practices above exist, then then council will be entitled to terminate such a contract in accordance with its terms and conditions.

**2.16 Climate and nature emergency**

Climate change impacts the current and future wellbeing of our local residents and so the council has decided to take urgent action. In 2019, the council declared a climate emergency across Bath and North East Somerset and is committed to playing its part by adopting a policy of carbon net zero by 2030.

The key areas that will be tackled by the council under its climate emergency strategy are:

* Support transition to a green local economy
* Enable a major shift to walking, micro-mobility (cycling), car sharing, buses, and rail
* Carbon neutral development and energy efficiency retrofitting
* Increase natural environment carbon stores and biodiversity
* Carbon neutral, social and affordable housing
* Energy efficient homes
* Improvement to the transport infrastructure

We encourage tenders from organisations and SMEs based within the South West of England, in order to enable more sustainable travel options and a reduced carbon footprint, when attending in person meetings and / or location visits, in line with the council’s tackling the climate and ecological emergency priority.

**2.17 Step-in rights**

The council reserve the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

**2.18** **Payment to sub-contractors**

Bidders should be aware that where they enter into a sub-contract with another organisation, for the purpose of performing its obligations under the contract, they shall ensure that a provision is included in the sub-contract, which requires payment to be made of all sums due, by the supplier to the sub-contractor, within a specified period not exceeding 30 days from the receipt of a valid invoice.

**2.19** **Procurement timetable**

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the council does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| **Date / Target date** | **Activity** |
| **27 January 2023** | ITT issued to potential suppliers |
| **6 February 2023 (midday)** | Closing date for clarification questions to be submitted |
| **9 February 2023** | Council responds to clarification questions |
| **16 February 2023 (2pm)** | Closing date and time for receipt by the council of bidders’ responses to the ITT |
| **20 – 24 February 2023** | Evaluation of the ITT responses by tender panel and supplier financial accounts by internal audit |
| **24 and 27 February 2023** | Award decision made and award letter issued |
| **2 March 2023** | Contract award concluded |
| **9 March 2023** | Commencement date of contract |

**2.20** **Required documents**

The table below indicates which documents are included in this ITT. Bidders should ensure they complete and upload all of the required documents within the Supplying the South West e-tender system. Failure to complete and return documents may result in a reduction in the overall score for the tender.

|  |  |
| --- | --- |
| **Document title** | **Complete and upload** |
| Section 1: The requirement, including specification | 🗶 |
| Section 2: Instructions to bidders | 🗶 |
| Section 3: Questionnaire | ✓ |
| Section 4: Pricing schedule | ✓ |
| Section 5: Evaluation and award | 🗶 |
| Appendix 1: Conflict of interest, canvassing and tendering | ✓ |
| Appendix 2: Terms and conditions | 🗶 |
| Appendix 3: Glossary | 🗶 |
| Appendix 4: Standards required by contractors and suppliers | 🗶 |

**2.21 Terms and conditions**

The council’s terms and conditions of contract are attached in appendix 2.

These are the terms that will apply to this contract. When you submit your tender response, you are agreeing to be bound by these terms.

**Section 3: Questionnaire**

This section is divided into two questionnaires, the standard selection questionnaire and the tender questionnaire. All questions are mandatory unless stated otherwise.

Failure to respond to any relevant question1 in the standard selection questionnaire will mean the evaluators will mark the whole tender as having failed and exclude the tender from further evaluation.

Questions in the tender questionnaire will be scored in accordance with the published award criteria and weightings in Section 5 of this document.

**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), that you do not meet any of the grounds for exclusion2. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of part 1 and part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all organisations that you will rely on to meet the selection criteria to provide a completed part 1 and part 2. For example, these could be parent companies, affiliates, associates or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in 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 the selection questions on behalf of the consortium and / or any sub-contractors.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For example, if a question asks how you would manage sub-contractors and you do not have sub-contractors, then this question would not be relevant

2 For the list of exclusions, please read [www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

If the relevant documentary evidence referred to in the selection questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any of the facts when 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.

**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 (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 organisation that is being relied on to meet the selection must complete and submit the self-declaration
6. All sub-contractors are required to complete part 1 and part 23
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 of 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.

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3 See PCR 2015 Regulations 71 (8) – (9)

**Part 1: Potential supplier information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection, must complete and submit the part 1 and part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential supplier information** | |
| **Number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. Public limited company 2. 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 in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) – (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) – (ii) | If you responded yes to 1.1(i) – (i), please provide the relevant details, including the registration number(s) |  |
| 1.1(j) – (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) – (ii) | If you responded yes to 1.1(j) – (i), please provide additional details of what is required and confirmation that you have complied with this |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | 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(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-1)4? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC)[[2]](#footnote-2)5, 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 (for existing companies the 6 April 2016 should be used):  - 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[[3]](#footnote-3)6  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:  - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office 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 suppliers and the persons of significant in control of them.

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

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| **Number** | **Question** | **Response** |
| 1.2(a) – (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) – (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) – (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded.  If you do not propose to form a single legal entity, please explain the legal structure |  |
| 1.2(b) – (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐  No ☐ |
| 1.2(b) – (ii) | If you responded yes to 1.2(b) – (i), please provide additional details for each sub-contractor in the following table. We may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes / No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and / or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

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| **Contact details and declaration**  I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.    I declare that, upon request and without delay, I will provide the certificates or documentary evidence referred to in this document.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited 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.   |  |  |  | | --- | --- | --- | | **Section 1** | **Contact details and declaration** | | | **Number** | **Question** | **Response** | | 1.3(a) | Contact name |  | | 1.3(b) | Name of organisation |  | | 1.3(c) | Role in organisation |  | | 1.3(d) | Phone number |  | | 1.3(e) | E-mail address |  | | 1.3(f) | Postal address |  | | 1.3(g) | Signature (electronic is acceptable) |  | | 1.3(h) | Date |  |     **Part 2: Exclusion grounds**  Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection, must complete and submit the part 1 and part 2 self-declaration.   |  |  |  | | --- | --- | --- | | **Section 2** | **Grounds for mandatory exclusion** | | | **Number** | **Question** | **Response** | | 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on the [Government’s website](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation have been convicted anywhere in the world of any of the offences within the summary below and listed on the [Government’s website](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 ☐  If yes, please provide details at 2.1(b) | |  | Corruption | Yes ☐  No ☐  If yes, please provide details at 2.1(b) | |  | Fraud | Yes ☐  No ☐  If yes, please provide details at 2.1(b) | |  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If yes, please provide details at 2.1(b) | |  | Money laundering or terrorist financing | Yes ☐  No ☐  If yes, please provide details at 2.1(b) | |  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If yes, please provide details at 2.1(b) | | 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction  Identity of who has been convicted  If the relevant documentation is available electronically, please provide the website address, issuing authority, precise reference of the documents |  | | 2.2 | If you have answered yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-cleaning) | Yes ☐  No ☐ | | 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ | | 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm 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 |  |   Please note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate, by any appropriate means, that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.   |  |  |  | | --- | --- | --- | | **Section 3** | **Grounds for discretionary exclusion** | | | **Number** | **Question** | **Response** | | 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on the [Government’s website](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | | 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(b) | Breach of social obligations? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any state? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24, due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.1(j)  3.1(j) – (i)  3.1(j) – (ii)  3.1(j) – (iii)  3.1(j) – (iv) | Please answer the following statements:  The organisation is 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  The organisation has withheld such information  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations  The organisation has influenced the decision making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award | Yes ☐  No ☐  If yes, please provide details at 3.2  Yes ☐  No ☐  If yes, please provide details at 3.2  Yes ☐  No ☐  If yes, please provide details at 3.2  Yes ☐  No ☐  If yes, please provide details at 3.2 | | 3.2 | If you have answered yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-cleaning) |  |   **Part 3: Selection questions**   |  |  |  |  | | --- | --- | --- | --- | | **Section 4** | **Economic and financial standing** | | | | **Number** | **Question** | **Response** | | | **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following (answer with Y / N in the relevant box) | | Yes ☐  No ☐ | | (a) A statement of the turnover, profit and loss account / income statement, balance sheet / statement of financial position and statement of cash flow for the most recent year of trading for this organisation | | Yes ☐  No ☐ | | (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position | | Yes ☐  No ☐ | | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and / or the bank, charity accruals accounts or an alternative means of demonstrating financial status) | | Yes ☐  No ☐ | | **4.2** | Where we have specified a minimum level of economic and financial standing and / or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out | | Yes ☐  No ☐ |  |  |  |  |  | | --- | --- | --- | --- | | **Section 5** | **Parent company details** | | | | If you have previously indicated that you are part of a wider group, please provide further details below | | | | | **Name of organisation** | |  | | | **Relationship to the supplier completing these questions** | |  | | | **5.1** | Are you able to provide parent company accounts, if requested to, at a later stage? | | Yes ☐  No ☐ | | **5.2** | If yes, would the parent company be willing to provide a guarantee, if necessary? | | Yes ☐  No ☐ | | **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Yes ☐  No ☐ |  |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Section 6** | **Technical and professional ability** | | | | | **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector, Voluntary, Charity or Social Enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years and works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract), then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples, go to question 6.3. | | | | |  | | **Contract 1** | **Contract 2** | **Contract 3** | | **Name of customer organisation** | |  |  |  | | **Point of contact in the organisation** | |  |  |  | | **Position in the organisation** | |  |  |  | | **E-mail address** | |  |  |  | | **Description of contract** | |  |  |  | | **Contract start date** | |  |  |  | | **Contract completion date** | |  |  |  | | **Estimated contract value** | |  |  |  | | **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). | | | | |  |  | | | | | **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words, please provide an explanation for this (e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract). | | | | |  |  | | | |  |  |  |  | | --- | --- | --- | | **Section 7** | **Modern Slavery Act 2015** | | | **7.1** | Are you a relevant commercial organisation as defined by section 54 (‘Transparency in Supply Chains etc’) of the Modern Slavery Act 2015 (‘the Act’)? | Yes ☐  N/A ☐ | | **7.2** | If you have answered yes to question 7.1, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant website address  No ☐  Please provide an explanation | | **7.3** | Do you ensure that all employees and any workers, including any sub-contractors, agency workers or any other workers working on site, are checked for:   * Have a legal right to work in the UK * Are not bonded workers i.e. in debt to agencies charges fees for employment or retaining passports etc * Have legitimate CSCS cards * Have legitimate qualifications from legitimate training institutions   We reserve the right to carry out spot checks to verify the procedures described in your response | Yes ☐  No ☐ |   **Tender questionnaire**  Suppliers are required to answer the following questions comprehensively and provide evidence, where requested, to support their answer.    Where a word count is stipulated for a narrative response, it must be adhered to. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated unless specified within the question and the evaluation criteria.  Where a word count limit is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow bidders to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. For this purpose, ‘word’ shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word (notwithstanding any automated word count facility), but will be counted as separate words. Words that have hyphens, but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.  The questions in this tender questionnaire will be scored in accordance with 5.2 award criteria and weightings and account for 80% of the total weighting.   |  |  | | --- | --- | | **Section 8** | **Project related score questions** |  |  |  | | --- | --- | | 1. Please outline how you will deliver the activities specified in section 1 (40%) |  | | 1. Please provide information about the people who will be working on this project, including a percentage of their allocated time to the project, along with the relevant skills of your workforce (15%) |  | | 1. What business continuity plans do you have in place to ensure you can fully deliver the project / activities? (15%) |  | | 1. Please outline any added value you will bring to the project (10%) |  |   **Climate emergency**   |  |  | | --- | --- | | **Section 9** | **Climate emergency** |  |  |  | | --- | --- | | 1. If successful, what will you do to actively reduce your carbon footprint? |  | | 1. How can you assist B&NES in achieving its zero carbon policy through this contract? |  |   **Section 4: Pricing schedule**  Bidders must provide the pricing as a separate document with all the proposed charges / prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.  Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.  The council reserve the right to request further clarification of the pricing information by sending the bidder a clarification message through the e-tender system.  All charges / prices must be in pounds sterling and be exclusive of VAT.  All pricing information will form the basis of any resulting framework agreement or contract.  **Section 5: Evaluation and award**  **5.1** **Evaluation of tender**  The award decision will be based on the evaluation criteria as outlined in 5.2. The winning bidder is deemed to have submitted the most economically advantageous tender. Evaluations will be carried out by council officers, who will follow the agreed process in accordance with the council’s procedures.  This invitation to tender is in two parts:   1. The selection questionnaire 2. The tender questionnaire   The response to the selection questionnaire will be evaluated first and bidders must pass all questions in this section.  Failure to pass any of the questions in the selection questionnaire will result in the tender being disqualified and the tender questionnaire will not be evaluated.  **5.2** **Award criteria and weightings**  Submitted tender will be evaluated by council officers using the following criteria and weighting.   |  |  |  | | --- | --- | --- | | **Award criteria and weightings** | | | | All questions are mandatory, unless stated otherwise, and bidders must submit a response to each one. Failure to complete any question may result in a fail, as evaluators will not be able to fully evaluate the tender | | | | **Selection questionnaire**  Part 2: exclusion grounds and part 3: selection questionnaire questions 4 to 7 are pass / fail questions. Sections or questions scored as a ‘fail’, will result in the disqualification of the tender and it will not proceed to full evaluation. | | | | **Tender questionnaire** | | | | **Quality (scored questions)** | 80% | The scored questions have different weightings ranging from 10% to 40% | | **Price** | 20% | No further price criteria. Please itemise **all** costs, including your staff costs, proposed number of days / hours and response timeframe for responding to change requests / content edits |   **Quality (scored questions) – 80%:** Where responses to questions are to be scored, the following scores are applied by evaluators to a bidder’s submitted responses. The scores are awarded dependent on the level of evidence provided to each question, with a score of 3 representing an acceptable level of evidence.  Sections or questions scored as 0 or 1 may result in the tender not proceeding to full evaluation or if the tenderer receives a score of either 0 or 1 on any question (following application of weightings to each sub criteria), the council reserve the right to exclude that bidder from further consideration.  0 – No response and / or evidence is unacceptable or non-existent or there is a failure to properly address any issue. The council does not have any confidence in the bidder’s experience, capacity and ability to meet its requirements.  1 – The response and / or evidence are deficient (or not relevant) in the majority of areas and the council has a low level of confidence in the bidder’s experience, capacity and capability to meet its requirements.  2 – Large portions of the response are not satisfactory and / or are not supported by a satisfactory level of evidence and the council has limited confidence in the bidder’s experience, capacity and capability to meet its requirements.  3 – The response is satisfactory and supported by an acceptable standard of relevant evidence, but with some reservations / issues not addressed. The council is satisfied with the bidder’s experience, capacity and capability to meet its requirements.  4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the council with a good standard of confidence in the bidder’s experience, capacity and capability to meet its requirements.  5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the council with a very high level of confidence in the bidder’s experience, capacity and capability to meet the council’s requirements.  **Applying weightings to scores**  The total weighting will be 100%, which is split between quality (80%) and price (20%).  Individual scored questions will be weighted to account for their level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. For example, if a question is weighted as 20% and scored as 5 / 5, then the weighted score would be 20 / 20. If the score was 4/5, then the weighted score would be 16 / 20.  All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid.  **Price – 20%:** The scoring is carried out within an Excel spread sheet outside of the e-tender system. All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid. For example, if the price weighting was 40%, the calculation would be (40\* lowest price) / bid price, so the lowest price bid would receive the full 40 points.  A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. The council will not award a negative price score.  In the event of the council receiving an abnormally low tender, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations 2015.  **Total weighted score:** The weighted scores for quality and price are added together to get a final total score out of 100.  In the event of a tie break, the council will award to the bidder with the highest overall quality score.  The council will evaluate the financial accounts of the highest ranked bidder only for due diligence purposes.  **5.3** **Clarifications**  Upon examination of the tenders, the evaluation panel may request clarifications from the bidders. The question(s) will be submitted on the e-tender system and bidders must respond in the same manner.  If clarifications are received from bidders outside the e-tender system, the panel will ask them to redirect them through the e-tender system.  It may be necessary to also hold a clarification meeting separately with the bidders for due diligence purposes. If, as a result of these meetings, the evaluation panel decide that the initial scores require adjustment, then the bidders will be requested to submit a clarification response via the e-tender system. The evaluation panel will keep notes of the reasons why the scores have been adjusted.  **5.4** **Final score**  Both the quality and price scores from the tender, presentation and clarifications (where relevant) will be combined to produce a total final score and the bidder with the best overall total final score shall be identified as the winning bidder.  **5.5 Customer references**  References will be taken up for the winning contractor. These will not be scored and will be for due diligence purposes only. The council will consider whether to award the contract or seek further clarifications from the bidder.  **5.6 Right to not award**  The council reserve the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the bidders in preparing their responses.  **5.7 Right to terminate subsequent contract**  The council reserve the right to terminate any resulting contract, if it is discovered that the bidder made any material misrepresentation and / or have not notified to the council about any material changes in relation to the information provided in the tender submission.  **5.8 Evaluation report**  An evaluation report will be produced by the evaluators and a recommendation made to award to the winning contractor. The approval of the award will be made by the appropriate council representative, usually the budget holder for the project.  **5.9 Contract award**  Once the authority to award the contract has been granted, the evaluation panel will award the contract. The successful company will receive a written notification letter that the council is intending to award them the business.  Unsuccessful companies will receive written notification that they have been unsuccessful and that the council intends to award the contract to another bidder.  **5.10 Contract acceptance**  Upon the council’s acceptance of a tender, a contract shall thereby be formed and become binding on both parties. Bidders should not submit a tender unless they agree to be bound by the form of contract issued with that tender.  The successful bidder must not undertake work without written notification that they have been awarded a contract and are required to start work.  **5.11 Withholding of confidential Information**  The council will be careful not to disclose confidential information of the successful bidder and may withhold debriefing information in certain circumstances, including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier or might prejudice fair competition.  **Section 6: Appendices**   * 1. Appendix 1: Conflict of interest, canvassing and collusive tendering   2. Appendix 2: Terms and conditions   3. Appendix 3: Glossary   4. Appendix 4: Standards required by contractors and suppliers |
|  |

**Appendix 1:** **Conflict of interest, canvassing and collusive tendering**

**It is a mandatory requirement that the supplier signs and complies with this certificate. Failure to submit this declaration, when responding to the tender, will result in your tender not being evaluated.**

Declarations

|  |  |
| --- | --- |
| **Tender for contract:** |  |
| **Supplier name:** |  |

Conflict of interest, canvassing and collusive tendering

1) In consideration of the council accepting our tender, we undertake and agree to advise the council immediately upon becoming aware of any conflict of interest or potential conflict of interest, whether deliberate or otherwise, that may arise either during the term of the contract or for a period of two years after its termination.

2) I / we further hereby undertake that I / we will not in the future canvass or solicit any member officer or employee of the council in connection with the award of this tender or any other tender or proposed tender for the provision of the service and that no person employed by me / us or acting on my / our behalf will do any such act.

3) I / we certify that:

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

(b) I / we have not canvassed or solicited any member officer or employee of the council in connection with the preparation or award of this tender or any other tender or proposed tender for the provision of the goods / services and that no person employed by me / us or acting on my / our behalf has done any such act

(c) I / we have not done and undertake that I / we will not do at any time before the hour and date specified for the return of this tender, any of the following acts:

1. Offer or give or agree to give any officer or member of the council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure
2. Communicated to any person, other than the council, the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in the guidance and instructions)
3. Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering

**Person authorised to submit the tender:**

Signature: ...................................................................................................................

Name: .........................................................................................................................

Position: ……………………………………………………………………………………..

Date: ...........................................................................................................................

**Appendix 2: Terms and conditions**

**Terms and conditions for the supply of goods and / or services**

1. Definitions

In these conditions defined terms have capital initials.

1.1 “Agreement” means this contract.

1.2 “Business Day” means any day other than a Saturday, Sunday or a public or bank holiday in England and Wales.

1.3 “Council” means the Council issuing and named on the Agreement.

1.4 “Council Representative” means the person issuing the Agreement on behalf of the Council or subsequently advised in writing by the Council.

1.5 “Clause” means the clause referred to under these Conditions of Contract for the Supply of Goods and / or Services.

1.6 “Data Protection Legislation” (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy.

1.7 “Data Protection Impact Assessment” an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

1.8 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

1.9 “Data Loss Event” any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and / or actual or potential loss and / or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

1.10 “Data Subject Access Request” a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

1.11 “Defect” means a part of the Goods and / or services that are not in accordance with the Agreement.

1.12 “Delivery” is when the Supplier has done all of the work the Agreement requires it to do.

1.13 “Delivery Date” is the date stated in the Agreement for Delivery or, where the Agreement requires Delivery within a stated period, the date when the period has elapsed following the date of the Agreement.

1.14 “Delivery Address” means the place or places stated in the Agreement for provision of the Goods and / or Services.

1.15 “DPA 2018” Data Protection Act 2018.

1.16 “Force Majeure” means any unforeseeable circumstance preventing either Party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts or events beyond the control of the Party so prevented including, without limitation, acts of war, civil war, strikes, lockouts (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the employees of the Party so prevented or by any default on the part of the Party’s suppliers or subcontractors) riot, civil commotion, compliance with any Applicable Law or governmental order, rule, regulation or direction that was not in force at the time the Agreement was placed, nuclear and radioactive explosion and contamination from any nuclear utility or nuclear weapon and the effects of which a Party could not have avoided and could not have been overcome by the use of reasonable diligence.

1.17 “GDPR” the General Data Protection Regulation (Regulation (EU) 2016/679).

1.18 “Goods and / or Services” means the Goods and / or Services including works described in the Agreement and ‘Goods’ or ‘Services’ shall be construed accordingly.

1.19 “Guarantee Period” means a period of eighteen months following Delivery or, in respect of work to remedy a Defect, eighteen months following the remedy or as stated in the Agreement or in any Council agreement under which the Agreement is issued.

1.20 “Intellectual Property Rights” means rights in any patent, copyright, registered or unregistered design, trademark and any application for any of the foregoing, any rights in respect of confidential information and any other intellectual property right.

1.21 “LED” Law Enforcement Directive (Directive (EU) 2016/680).

1.22 “Order Value” means the price of the Goods and / or Services as stated in the Agreement.

1.23 “Party” or “Parties” means the Council and / or the Supplier.

1.24 “Protective Measures” appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

1.25 “Provider Personnel” all directors, officers, employees, agents, consultants and contractors of the Provider and / or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.

1.26 “Provide the Goods and / or Services” or “Providing the Goods and / or Services” means to do the work necessary to discharge the Supplier’s obligations under the Agreement.

1.27 “Agreement” means a contract made between the Council and the Supplier for the provision of Goods and / or Services stated in the ‘Agreement’ and includes the Agreement Conditions, the Specification and any documents to which they refer.

1.28 “Agreement Conditions” are these Conditions of Contract for the Supply of Goods and / or Services.

1.29 “Specification” means the drawings, patterns, specification, samples (if any) and the description of the Goods and / or Services contained or referred to in the Agreement.

1.30 “Sub-processor” any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

1.31 “Supplier” means the person, firm, Council or other organisation with whom the Agreement is made, including its subcontractors, suppliers or persons engaged to provide the Goods and / or Services.

1.32 The headings in these Agreement Conditions shall not affect the interpretation thereof.

1.33 Words in the singular also mean the plural and vice versa.

1. Supplier’s obligations
   1. The Supplier shall:
      1. Provide the Goods and / or Services in accordance with the requirements, dates and periods shown in the Agreement.
      2. Achieve Delivery of Goods and / or Services by the Delivery Date.
      3. Ensure that the quantity and description of the Goods and / or Services will be as set out in the Agreement.
      4. Comply with the Council’s written instructions and reasonable directions relating to the Goods and / or Services or otherwise to the Agreement.
      5. Mark any consignment of Goods with the Supplier’s name and address, the Agreement number and the Delivery Address shown in the Agreement and include a packing note with a description of the Goods and the weight, number or volume of the Goods.
      6. Be deemed to have made all necessary enquiries and ascertained the technical, logistic and operational requirements for Providing the Goods and / or Services at the Delivery Address prior to Delivery.
      7. Warrant that it has full clear and unencumbered title to all Goods provided under the Agreement.
      8. Unless otherwise stated in the Agreement, submit any design it undertakes to the Council for acceptance, which will not be unreasonably delayed by the Council, prior to proceeding further with Providing the Goods and / or Services.
   2. The Supplier acknowledges that precise conformity of the Goods and / or Services with the Agreement is of the essence of the contract and the Council will be entitled to reject the Goods and / or Services or terminate the Agreement if the Goods and / or Services are not in conformance with the Agreement.
2. Health and safety
   1. Where the Agreement requires the Supplier to provide Services at the Delivery Address, the Supplier shall:
      1. Ensure that a competent supervisor is in attendance for the duration of the Services.
      2. Ensure that a safe system of work (including risk assessments and method statements) has been submitted to the Council Representative for agreement prior to the commencement of the Services.
      3. Ensure that all operatives under its control are competent and have received a site-specific induction which include the Council’s site rules and procedures.
      4. Ensure suitable and sufficient welfare and first aid arrangements are in place prior to commencement of the Services.
      5. Provide the Council Representative with emergency arrangements and contacts prior to commencement of the Services.
      6. Report all incidents to the Council Representative in accordance with the relevant Council procedure, a copy of which will be provided on request.
      7. Inform the Council Representative of any changes in method of working or changes in design which must be agreed with a revised safe system of work recorded and communicated accordingly.
3. Confidentiality and data protection
   1. The Supplier shall keep confidential and shall not disclose or reproduce any information or data (including without limitation personal data) processed, collected, obtained, created or developed by the Supplier for the Council or otherwise made available to the Supplier by the Council in connection with the Agreement or which otherwise becomes known to the Supplier through the Supplier’s performance of the Agreement. The Supplier shall not mention the Council’s name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication without prior written consent of the Council’s Communications Department.
   2. The Supplier is only permitted to use confidential information and data described in Clause 4.1 internally for the purpose of providing the Goods and / or Services and shall disclose it only to its employees, consultants or professional advisors who have a need to know the same for this purpose. The Supplier shall procure that any person receiving confidential information shall observe the provisions of this Clause 4.0 (Confidentiality).
   3. The Supplier shall ensure it complies with the Data Protection Act 2018 and shall use appropriate technical and organisational measures to protect confidential information and data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, use and / or disclosure. The Supplier shall indemnify the Council against all liabilities, claims, damages, costs, expenses or proceedings whatsoever incurred by the Council as a result of the Supplier breaching any provision of this Clause 4.
   4. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is determined by the Customer and may not be determined by the Contractor.
   5. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
   6. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
4. A systematic description of the envisaged processing operations and the

purpose of the processing.

1. An assessment of the necessity and proportionality of the processing operations in relation to the Services.
2. An assessment of the risks to the rights and freedoms of Data Subjects and
3. The measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   1. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
4. Process that Personal Data only in accordance with this clause 4 unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law.
5. Ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

(i) Nature of the data to be protected

(ii) Harm that might result from a Data Loss Event

(iii) State of technological development and

(iv) Cost of implementing any measures

1. Ensure that:

(i) The Contractor Personnel do not process Personal Data except in accordance with this Agreement

(ii) It takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) Are aware of and comply with the Contractor’s duties under this clause

(B) Are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor

(C) Are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement and

(D) Have undergone adequate training in the use, care, protection and handling of Personal Data and

(d) Not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) The Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or

LED Article 37) as determined by the Customer

(ii) The Data Subject has enforceable rights and effective legal remedies

(iii) The Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations) and

(iv) The Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data

(e) At the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

4.8 Subject to clause 4.6, the Contractor shall notify the Customer immediately if it:

(a) Receives a Data Subject Access Request (or purported Data Subject Access Request)

(b) Receives a request to rectify, block or erase any Personal Data

(c) Receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation

(d) Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement

(e) Receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law or

(f) Becomes aware of a Data Loss Event

4.9 The Contractor’s obligation to notify under clause 4.5 shall include the provision of further information to the Customer in phases, as details become available.

4.10 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

(a) The Customer with full details and copies of the complaint, communication or request

(b) Such assistance as is reasonably requested by the Customer to enable the

Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation

(c) The Customer, at its request, with any Personal Data it holds in relation to a Data Subject

(d) Assistance as requested by the Customer following any Data Loss Event

(e) Assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office

4.11 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) The Customer determines that the processing is not occasional

(b) The Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR and

(c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects

4.12 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.

4.13 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

4.14 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(a) Notify the Customer in writing of the intended Sub-processor and processing

(b) Obtain the written consent of the Customer

(c) Enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor and

(d) Provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require

4.15 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

4.16 The Customer may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

4.17 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

1. Freedom of information

5.1 The Contractor acknowledges that the Council is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

6. Protection of public funds

6.1 The Contractor acknowledges that the Council is under a duty to protect the public funds it administers and that it may use information provided by the Contractor for the purpose of prevention and detection of fraud. The Council may be obliged to share this information with bodies responsible for auditing or administering public funds, for example, the National Fraud Initiative.

1. Quality and marking
   1. The Goods and / or Services shall be of satisfactory quality and fit for the purpose for which they are required and shall meet the quality, description and performance stated or referred to in the Agreement and shall be equal in all respects to submitted and accepted designs, samples and patterns.
   2. The Goods and / or Services shall comply with all applicable standards, regulations and other legal requirements and with the Specification.
   3. The Supplier shall maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Council, its customs, relevant EU Standards and statutory and regulatory bodies.
   4. Goods shall be suitably and sufficiently marked and labelled with information and advice necessary to instruct and warn of any hazards to health and / or safety.
   5. Services will be carried out with all reasonable skill, care and diligence, utilising appropriate equipment and materials and following good industry practice.
2. Interpretation of specifications
   1. Any discrepancies or difference between the Parties as to the intent or meaning of anything within the Agreement shall be subject to the decision of the Council which shall be binding on both Parties.
   2. The Supplier shall provide all labour, designs, patterns, implements, carriage and all minor details whether or not described in the Specification or shown on the drawings, but which may be necessary in order to provide the Goods and / or Services.
3. Intellectual property
   1. The Supplier grants to the Council a non-exclusive, royalty-free, perpetual, irrevocable, world-wide licence (with the right to sub-license) to use, copy, modify, adapt and otherwise exploit the Supplier Intellectual Property Rights in order to use the Goods and / or Services or undertake other work at the Delivery Address.
   2. The Supplier shall indemnify the Council against all actions, claims, damages, liabilities, losses, costs, expenses or proceedings arising from any infringement or alleged infringement of any Intellectual Property Right, by the use or possession of any part of the Goods and / or Services.
4. Communication and notices
   1. Each instruction, submission, notification, reply and other communication which the Agreement requires is communicated in English and in a form, which can be read, copied and recorded.
   2. Notices from the Supplier in relation to Clause 20.0 (Termination and Cancellation) and Clause 21.0 (Force Majeure) shall be sent by recorded delivery post, addressed to the Council, at the Council’s registered address and a copy sent immediately to the Council Representative by either email or fax and followed up with a signed copy by first class post. Notices relating to other matters shall be sent to the Council Representative by first class post or email. Unless stated otherwise, notices from the Council to the Supplier shall be sent by first class post to the other Party’s last known place of abode or principal place of business or registered office or by email. Notices posted by either Party shall be deemed to have been received three Business Days after the date of posting.
5. Variations
   1. The Council Representative may instruct written variations to the Agreement changing the Goods and / or Services, the Delivery Date and the Delivery Address giving reasonable notice to the Supplier where possible. The Supplier shall comply with such instructions.
   2. The Order Value shall be amended by the value of variations. Variations shall be valued by the Council with reference to the Order Value and any prices within it or, if no suitable prices exist, at reasonable market rates or the Council may invite the Supplier to provide a quotation for the cost of the variation.
   3. Should the Council prevent the Supplier from meeting the Delivery Date, by virtue of a variation or for any other cause, the Council shall make a suitable adjustment to the Delivery Date and notify the Supplier accordingly.
   4. No variation to the Agreement shall have effect unless it has been agreed and confirmed in writing by the Council Representative.
6. Payment
   1. Unless otherwise stated in the Agreement, the Supplier shall send to the Council, following Delivery, a detailed priced invoice for the Order Value, stating the Agreement number and item numbers.
   2. The Council shall pay the Order Value to the Supplier in the manner stated in the Agreement or if no manner is stated, following Delivery and against the Supplier’s correctly submitted invoice. Unless otherwise stated in the Agreement, payment will be made within 30 days from the date of an undisputed invoice.
   3. Payment by the Council to the Supplier will be made by Bank Automated Cleaning System (BACS) transfer.
   4. Interest on late payment may be claimed by the Supplier at the rate of 2% p.a. above the base lending rate of HSBC Bank plc, calculated on a daily basis and compounded annually.
   5. Unless otherwise stated in the Agreement, the Order Value and any prices forming part of it are exclusive of Value Added Tax.
7. Recovery of sums due and set off
   1. The Council may set off any sum of money or obligation due to the Supplier under this Agreement or any other order against any sum of money or obligation owed by the Supplier to the Council under this Agreement or any other order or other agreement between the Parties.
   2. Where no sum of money or obligation is due to the Supplier under this Agreement or any other order the Council may invoice the Supplier for any sum of money or obligation owed by the Supplier to the Council under this Agreement or any other order or other agreement between the Parties.
8. Inspection and testing
   1. The Supplier shall carefully inspect and test the Goods and / or Services for compliance with the Specification. The Supplier shall, if requested by the Council, give the Council reasonable notice of such tests and allow the Council to witness the tests. If requested, the Supplier shall supply the Council with certificates of inspections and tests.
   2. The Council may inspect and test the Goods and / or Services during manufacture, processing, transit, storage or installation and the Supplier shall provide facilities as may reasonably be required by the Council.
   3. Where site tests are required by the Specification they shall be carried out after installation and at least seven day’s notice in writing shall be given to the Council Representative inviting a delegate of the Council to witness the tests. Where any site test is failed, any necessary adjustments shall be carried out by the Supplier and the tests shall be repeated in the presence of the Council delegate at a time agreed with the Council.
   4. The Council may use other suppliers to carry out the necessary adjustments and / or modifications if the site tests are not repeated and passed in a reasonable time. The Council may recover the additional cost of using such other suppliers from the Supplier.
   5. Upon request by the Council, the Supplier shall, at the Supplier’s sole expense, grant the Council and / or any of the Council’s nominated sub-contractors free and unrestricted access to the Supplier's premises and records as the Council may reasonably require without limitation for the purposes of inspection of storage, plant, equipment, transport, data, accounts and other records and assets relating to the Goods and / or Services for the purposes of verifying the Supplier's compliance or ability to comply with its obligations under the Agreement.  Such records shall be maintained for a minimum of 6 (six) years following the performance of the obligation under the terms of the Agreement.
9. Delay and damages
   1. The Council may recover from the Supplier all additional cost, loss and expense reasonably incurred by the Council which is properly attributable to the Supplier’s failure to meet the Delivery Date (save where Clause 15.3 applies) or its breach of the Agreement or arises from termination of the Agreement pursuant to Clause 20.3 including, without limitation, all additional costs incurred by the Council in obtaining the Goods and / or Services (or any part of them) in substitution from an alternative supplier.
   2. Failure by the Supplier to provide the Goods and / or Services within the required time will constitute a breach of contract under Clause 20.1.1 of the Agreement Conditions.
   3. Where liquidated damages for delay are stated in the Agreement to be applicable and an amount payable in respect of liquidated damages is included, in the event that the Supplier fails to meet the Delivery Date, the Supplier shall pay to the Council the liquidated damages at the rate stated in the Agreement for the period from the Delivery Date until Delivery.
10. Supplier’s responsibility for the goods and / or services
    1. Until Delivery, risk in the Goods and / or Services shall rest with the Supplier.
    2. Unless otherwise agreed in writing all tools, patterns, drawings, designs and other documents or equipment supplied by, or on behalf of, the Council shall be and remain the property of the Council and the Supplier shall be responsible for their safe custody and return upon request of the Council or immediately upon termination. They shall not be disposed of by the Supplier to any third party or used except for the purpose of Providing the Goods and / or Services.
    3. Property in the Goods shall pass to the Council when they are delivered to the Delivery Address and the Goods are found by the Council to be in accordance with the Agreement.
    4. In the Provision of Goods and / or Services the Parties do not intend on creating any relationship of employer and employee or otherwise between the Supplier personnel and the Council. The Supplier shall at all times remain responsible for effecting all statutory deductions, insurances and accruals in respect of the Suppliers’ personnel.
11. Defects
    1. Defects arising prior to the end of the Guarantee Period shall be remedied by the Supplier at the Supplier’s cost in accordance with the Council’s reasonable instructions, or if not instructed, as soon as reasonably practicable and in any event within one month of notification of Defect. The Council may elect whether the remedy is achieved by repair, replacement or rework.
    2. Other than at the Council’s discretion, defective Goods will only be returned to the Supplier once replacement Goods have been provided. Goods returned shall be sent carriage forward to the Supplier at the risk and cost of the Supplier. Repair or replacement Goods shall themselves be subject to the provisions of the Guarantee Period.
    3. If the Supplier fails to remedy a Defect in accordance with this Clause 16, the Council may, having given written notice to the Supplier, assess the cost of having the Defect remedied by another supplier and recover the reasonable costs incurred from the Supplier.
    4. The Parties may agree that a Defect will not be remedied in return for a reduction in the Order Value. A variation shall be made confirming the agreement and the reduction to the Order Value.
12. Assignment
    1. The Council may assign or transfer the Agreement or any part of it at will.
    2. The Supplier may not sub-contract, assign or transfer the Agreement or any part of it without the consent in writing of the Council. Such consent shall not relieve the Supplier from any liability or obligation under the Agreement. The Supplier acknowledges and agrees that the Council may reasonably withhold its consent to such a proposal if it, acting in good faith, considers that the Suppliers proposal to sub-contract, assign or transfer its obligations under this Agreement is to such number of sub-contractors, or to such a degree or in such a manner as might jeopardise the efficient or effective performance of the Suppliers obligations or delivery of the Goods and / or Services.
13. Indemnity and insurance
    1. Unless otherwise stated in the Agreement, the Supplier shall effect and maintain insurance for:
       1. Public liability insurance in respect of loss of or damage to property, including property owned by the Council, (other than the Goods and / or Services) and for bodily injury to or death of a person (other than an employee of the Supplier) arising from or in connection with the provision of the Goods and / or Services. The minimum limit of indemnity shall be £5,000,000 for any one occurrence and unlimited as to the number of occurrences and the insurance shall be maintained until the end of the Guarantee Period.
       2. Employer’s liability insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with the Agreement. The minimum level of indemnity shall be £5,000,000 for any one occurrence and unlimited as to the number of occurrences and the insurance shall be provided until the end of the Guarantee Period.
       3. Professional indemnity insurance covering the liability of the Supplier in respect of the design and specification of the Goods and / or Services where liability on the part of the Supplier for design and specification of the Goods and / or Services applies under the Agreement. The minimum level of indemnity shall be £1,000,000 (aggregate limit) and shall be provided until 6 years after Delivery.
    2. The Supplier shall ensure that the interests of the Council are indemnified under the insurances to be affected and maintained by the Supplier under Clause 19.1 in the following manner:
       1. Under the provisions of an indemnity to principal clause in respect of public liability and employer’s liability insurance.
       2. As an additional insured in respect of property damage insurance.
    3. The insurances shall be affected with well- established insurance companies or underwriters of repute (i.e. with a Standard and Poor’s rating of A- or above). When required by the Council, the Supplier shall supply to the Council documentary evidence that the Insurances required under Clause 18 have been taken out and are being maintained.
    4. The Supplier shall be liable for and shall indemnify the Council against any expense, liability, loss, claim, damages, costs or proceedings arising under any statute or at common law in respect of personal injury to or the death of any person arising out of or caused by the Provision of the Goods and / or Service, except to the extent that the same is due to any negligence or default on the part of the Council or of any person for whom the Council is responsible (including other contractors and their servants or agents employed by the Council).
    5. The Supplier shall be liable for, and shall indemnify the Council against, any expense, liability, loss, claim, damages, costs or proceedings in respect of any injury or damage to any property real or personal (including injury or damage to property of the Council) insofar as such injury or damage arises out of or is caused by the carrying out of the Provision of Goods and / or Services by the Supplier and to the extent that the same is due to any act, omission, negligence, breach of statutory duty or default of the Supplier, its servants or agents or any of the Supplier’s sub-contractors or their servants or agents.
    6. Nothing in any Council agreement or Agreement excludes or limits the liability of a Party for death or personal injury caused by its own negligence, for fraudulent misrepresentation by it, for fraud or for any matter for which it would be illegal for that Party to exclude or to attempt to exclude its liability.
    7. The Supplier shall indemnify, and keep indemnified, the Council against any expense, liability, loss, claim, costs or proceedings the Council may suffer or incur as a result of any claims made against it in respect of TUPE, National Insurance contributions, income tax and other statutory charges arising out of any Supplier personnel being found or considered to be an employee of the Council.
    8. Save in respect of the provisions of Clause 19.6, the Council’s liability to the Supplier under or in connection with the Agreement, or any Council agreement with the Supplier under which the Agreement is made, howsoever arising including, without limitation, negligence, breach of contract or breach of statutory duty shall be limited to the Order Value.
14. Termination and cancellation
    1. The Council may terminate the Agreement immediately in whole or in part, by giving written notice to the Supplier if the Supplier has failed, or in the opinion of the Council is likely to fail to:
       1. Provide all or part of the Goods and / or Services or remedy a Defect (in whole or in part) upon being required to do so in writing by the Council and / or
       2. Achieve Delivery by the Delivery Date and / or
       3. Comply with an instruction of the Council relating to the Goods and / or Services or otherwise relating to the Agreement

20.2 Either Party shall be entitled to terminate this Agreement immediately by giving written notice to the other if:

20.2.1 An encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the other Party.

20.2.2 The other Party makes any composition or voluntary arrangement with its creditors or enters into administration or a moratorium comes into force in respect of the other party (within the meaning of the Insolvency Act 1986).

20.2.3 The other Party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the Council resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this Agreement).

20.2.4 An insolvency practitioner has been appointed by the other Party or

20.2.5 The other Party ceases or threatens to cease to carry on business.

20.3 If the Council terminates the Agreement or cancels any part of it, under Sub-Clauses 20.1 and 20.2 above, the Council may recover from the Supplier the forecast additional cost to the Council of procuring the Goods and / or Services from an alternative supplier.

20.4 The Council may terminate the Agreement immediately by written notice or cancel any part of it for any other reason in which case, subject to Clause 21.7, the Council shall pay the Supplier his reasonable and substantiated costs incurred up to the date of termination or cancellation in order to provide the Goods and / or Services in whole or part as the case may be.

20.5 The conditions of contract that expressly or by implication have effect after termination of the Agreement including, without limitation, Clause 4 (Confidentiality), Clause 10 (Communication and Notices), Clause 13 (Recovery of Sums Due and Set Off), Clause 17 (Defects), Clause 18 (Assignment), Clause 19 (Indemnity and Insurance) and Clause 23 (Waiver) will continue to be enforceable notwithstanding termination.

1. Force majeure
   1. Subject to Clause 21.4, neither Party shall be liable for any failure to perform, or delay in performing, an obligation (other than indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure.
   2. Where the Supplier is unable to perform it obligations by reason of Force Majeure the Supplier shall immediately notify the Council Representative in writing of its wish to claim relief under Clause 21.1 and provide an estimate of its duration, details of the obligations which are affected by Force Majeure and the way in which and the extent to which the Party considers that the performance of its obligations is likely to be affected.
   3. Where the Supplier is unable to provide the Goods and / or Services by reason of Force Majeure the Council shall assess the information provided under Clause 21.2 and either alter the Delivery Date accordingly or cancel any part of or terminate the Agreement.
   4. For the period of the Force Majeure each Party shall:

21.4.1 Take all reasonable steps available to minimise the effects of the Force Majeure on the performance of its obligations and to resume full performance of the Agreement without reasonably avoidable delay.

21.4.2 Permit, and use all reasonable efforts to facilitate, any efforts that the other Party may make to obtain alternative supplies or services.

21.4.3 Update the information provided in the notice under Clause 21.2 at least once a week throughout the period during which the performance of its obligations is affected.

* 1. For the avoidance of doubt, if the Supplier is relieved from performing any obligation affected by Force Majeure it shall not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained.
  2. If the Party claiming relief under Clause 21.1 is prevented by the Force Majeure from wholly or substantially performing its obligations under the Agreement for a period of more than 1 month either Party may terminate the Agreement by written notice to the other Party.
  3. Clause 20.4 does not apply if the Council terminates or cancels any part of the Agreement under Clause 21.3, Clause 21.6 or Clause 4 (Severance).

1. Bona fides of workpeople
   1. The Supplier shall, if required, provide accreditations and permits for the labour and staff it uses, with a form of authority acceptable to the Council for each person whom it requires to have access to the Council’s property and shall keep a record of all forms provided. Forms and passes shall be surrendered as soon as access is no longer required.
   2. The Council shall be entitled, at its discretion, to request that an individual under the control of the Supplier be removed from its property and, in the event of any such request the Supplier shall forthwith remove such individual and arrange for their replacement, if required, to provide the Goods and / or Services.
   3. The Supplier shall at all times ensure its business and supply chains meet their obligations under the Modern Slavery Act 2015 and shall demonstrate the steps it takes to monitor compliance at the request of the Council.
2. Waiver
   1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
3. Rights of third parties
   1. Neither the Council nor Supplier confers or purports to confer on any Third Party any benefit or right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.
4. Severance
   1. If a provision of the Agreement is held to be illegal, invalid or unenforceable, in whole or in part the provision will be severed from this Agreement and rendered ineffective and the Parties intend that the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
   2. In the case of any discrepancy or ambiguity or conflict between any of the documents forming the Agreement, the order of precedence shall follow:
      * The Agreement Conditions
      * The Specification

**26. Anti-corruption**

26.1 The Council may terminate the Agreement forthwith by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss resulting from such termination if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Council or if the like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with the Council the Supplier or any person employed by the Supplier or acting on its behalf shall have committed any offence under the Bribery Act 2010.

26.2 Any clause in the Agreement limiting the Supplier's liability does not apply to this Clause 25 (Anti-Corruption).

**27. Entire agreement**

27.1 The Agreement, and any Council agreement with the Supplier under which the Agreement is made, is the entire agreement between the Parties and supersedes all prior proposals, promises, agreements, arrangements, representation, misrepresentation, understandings and misunderstandings between the Parties and relating to its subject matter (whether oral or in writing). For the avoidance of doubt these Agreement Conditions shall prevail over the Supplier’s terms and conditions which, whether or not notified to the Council on any invoice, other document or otherwise, shall not form part of the Agreement. The terms of the Agreement may only be varied in accordance with Clause 11 (Variations).

27.2 Each Party acknowledges that in entering into the Agreement it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether a Party to the Agreement or not) that is not set out in the Agreement or the documents referred to in it. Subject to Clause 28.2, each Party waives all rights and remedies which, but for this Clause 26, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. The only remedy available to any Party in respect of any representation, warranty, collateral contract or other assurance that is set out in this Agreement (or any document referred to in it) is for breach of contract under the terms of the Agreement. Nothing in the Agreement shall, however, limit or exclude any liability for fraud.

**28. Dispute resolution**

28.1 Any dispute arising out of or in respect of the Agreement may be referred in writing by either Party to a dispute resolution committee comprising the Council Representative and the Supplier Representative. Failing resolution of the dispute by the dispute resolution committee within a period of 10 (ten) Business Days of the reference to them the dispute may immediately be referred in writing by either Party for determination to the Council’s procurement team and Supplier sales manager who shall seek to reach agreement of the dispute within 1 (one) calendar month.

**29. Law and jurisdiction**

29.1 Each party irrevocably submits to the exclusive jurisdiction of the English and Welsh Courts in relation to all matters arising out of or in connection with the Agreement which shall be governed by the laws of England and Wales.

29.2 For the avoidance of doubt, nothing in the Agreement shall relieve the Supplier and its sub-contractors and agents of their statutory or common law responsibilities or obligations in relation to the Goods and / or Services (or any part of it).

**In witness** of which this Agreement has been duly executed by the parties.

**Signed** for and on behalf of **Bath & North East Somerset Council**

**Signature:** ………………………………………………………………………………

**Name:** ……………………………………………………...………..…………………..

**Position:** ……………………………………………………….………………………..

**Date:** ………………………………………………………...……………………………

**Signed** for and on behalf of **[*Contractor*]**

**Signature:** ………………………………………………………….……………………

**Name:** ……………………………………………………….…………………………...

**Position:** …………………………………………………………………………………

**Date:** ………………………………………………………..…………………………….

**Specification schedule**

Somer Valley Rediscovered (SVR) is seeking to appoint a suitably qualified organisation / individual to **design, build and maintain** the SVR website.

The website will be the primary source of information and interpretation about Somer Valley Rediscovered and its sub-projects. It should be fully accessible for multiple audiences, across different devices, with easy to understand and navigate content. It must fully meet WCAG 2.1 AA accessibility standards.

It should have the functionality to include (subject to detailed scoping):

**Phase one**

* An explanation of Somer Valley Rediscovered and its existing sub-projects, with each project having its own section on the website
* A calendar for events and activities with images, filtered categories, search function and an interactive map
* A booking system, where visitors can register for events and activities or sign up for volunteering opportunities
* A full and comprehensive search function covering the entire website
* A stories / news / blog function for regular updates
* An e-newsletter sign up function for visitors, potentially using Mailchimp for the creation of e-newsletters
* Clickable icon links to the SVR social media channels, including Twitter, Instagram and Facebook, potentially with an automated feed for one of the accounts
* The ability to add accessible photos, films, infographics, interactive and PDF map routes etc
* Full website optimisation, including a Google Analytics account which the SVR Team can fully access

**Phase two**

* A learning zone for downloadable educational resources
* The ability to run occasional surveys about the website / content

**Please note:**

* The website needs to be relevant and appealing to a wide range of audiences with a clean, fresh look which is easy to use and navigate on various devices
* The SVR Team will need to be able to access the CMS to independently edit information and create new content
* We will consider any CMS, as long as it is easy to use and training can be provided for the SVR Team
* We will consider different booking systems, including bespoke built within the website or linked to existing platforms, such as Eventbrite
* At the end of the three year project, we will implement legacy arrangements, which could include transferring some / all elements to another host site

Website examples from similar projects, with comparable content, include:

* [Bathscape](https://www.bathscape.co.uk/)
* [New Forest National Park](https://www.newforestnpa.gov.uk/)
* [Foresters’ Forest](https://www.forestersforest.uk/)
* [Water, Mills and Marshes](https://watermillsandmarshes.org.uk/)

This agreement will commence in March 2023 and expire in September 2025.

|  |  |
| --- | --- |
| **Task** | **Timescale** |
| Tender process | January - February 2023 |
| Contract awarded | March 2023 |
| Detailed scoping | March / April 2023 |
| Initial build, content development and staff CMS training (Phase 1) | April - May 2023 |
| Additional content development (Phase 2) | May / June 2023 onwards |
| Mid-project review and refresh | August 2024 |
| Project end date with provision for legacy / migration (where required) | September 2025 |

We are looking for a contractor that:

* Demonstrates they fully understand our requirements in letting this contract, and are prepared to work with us in a flexible way over the contract period to best meet our needs, including face to face meetings and / or location visits (expenses will not be paid for attending in person meetings / visits)
* Proves that the personnel who will be involved in the project have the appropriate skills and relevant background knowledge, with a particular interest and understanding of the local area and its requirements
* Shows they will be able to work effectively and in a creative way with the SVR Team and partnership organisations
* Has the ability to work to the stated timetable above

**Pricing schedule**

A maximum budget of **£15,000** (excluding VAT) is available for the website design, build and development, including the mid-project refresh.

There is also additional funding available for initial website content development, including creating a library of local photos.

An additional amount of up to **£10,000** has been allocated to cover any additional design costs, alongside the annual hosting / maintenance costs for the life of the three year project and any end of project legacy / migration costs.

Please itemise **all** design, build and maintenance costs separately, including your staff costs, proposed number of days / hours and response timeframe for responding to change requests / content edits.

We encourage tenders from organisations and SMEs based within the South West of England.

**Appendix 3: Glossary**

‘Bidder’ means the company that is submitting a tender response to this invitation to tender document.

‘Contracting bodies’ or ‘contracting body’ means a public sector organisation or local authority described in the contract or framework agreement, which is allowed to procure under the contract.

‘Contractor' means the person, firm or company appointed by the council or contracting body to supply the goods or services or works under this contract and shall include the contractor's employees, personal representatives, successors and permitted assigns.

‘Council’ means Bath & North East Somerset Council.

‘Contract’ means the written agreement between the council or contracting body consisting of the clauses within the terms and conditions of contract and the order.

‘E-tender system’ means the electronic tender system Supplying the South West. It is provided by ProActis and is hosted at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

‘Invitation to tender’ means this document and all its components, which is inviting bidders to bid for the contract or for inclusion in the framework agreement.

‘Offer’ means the offer made by the bidder in relation to the proposed contract.

‘Specification’ means the scope and description of the goods, services or works to be provided, pursuant to this contract, as set out in section 1 – Specification.

**Appendix 4: Standards required by contractors and suppliers**

These standards are required by contractors / suppliers to perform the contract, in accordance with council procedures. Should you require further information, please e-mail [procurement@bathnes.gov.uk](mailto:procurement@bathnes.gov.uk).

**Code of conduct**

* You are expected to give the highest possible standard of service with impartiality
* Do not use any information obtained during the course of your contract with Bath & North East Somerset Council (B&NES) for personal gain or benefit. Do not pass it on to others who might use it in such a way
* You must follow all policies of the council and not allow your own personal or political opinions to interfere with your work
* You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community
* It is expected that everyone working for / on behalf of the council shall:
* Be honest
* Maintain a high standard of integrity and conduct at all times
* Not use his / her position to further private interests or those of relatives and friends
* You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts
* No harassment of any kind will be tolerated. This includes, but is not limited to, sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient

**Equalities**

* In your work you are expected to comply with council policies and legislation (Equality Act 2010)
* B&NES is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength, which contributes to the social and economic prosperity of the area
* The council aims to provide appropriate, accessible and effective services and facilities to all sections of the community, without prejudice or bias and equality of opportunity, in all aspects of employment

**Modern slavery**

* You will ensure fair pay to contractors working at council sites by applying the ‘real living wage’, including sub-contractors
* You will ensure fair and safe working conditions
* Your workers must have a legal right to work in the UK
* You must not employ bonded workers
* You must employ workers with legitimate qualifications from bona fide training organisations
* You must pay your sub-contractors and workers on time
* You must follow the rules of the Construction Industry Scheme (where relevant)
* You must report any breach or suspected breach to B&NES at the earliest opportunity

**Health and safety**

* The council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations
* Health and safety is everybody's responsibility and we must all be continuously aware of our own safety and the safety of others in everything we do
* Contractors must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do
* You must co-operate with your employer and B&NES on health and safety
* You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions
* You must not interfere with or misuse anything provided for your health, safety, or welfare

**Electronic access (if relevant)**

* + - Do not use any log on details or password that has not been specifically set up for you
    - Any use of e-mail or internet facilities, business or private, must not breach the law
    - Do not send, access or transfer any information or message that is defamatory
    - Do not download, copy or transmit materials in breach of the Copyright, Designs and Patents Act
    - Do not access, transmit or display any material with a content that is forbidden e.g. sexual material
    - Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate B&NES contact

**General**

* The council will not tolerate unacceptable behaviour and will take appropriate action if required
* Generally, the test of reasonableness should apply: ‘would it be reasonable….?’

1. 4 See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-1)
2. 5 UK companies, Societates European (SEs) and Limited Liability Partnerships (LLPs) will be 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 the [PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships)) [↑](#footnote-ref-2)
3. 6 Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award [↑](#footnote-ref-3)