



Volume Two (2)

Applicant's Offer

Invitation to Tender (ITT)

Reference Number: 1991

Contract for: WATER HYGIENE SERVICE  
TERM CONTRACT 2021 AT VARIOUS  
LOCATIONS MANAGED BY  
TEIGNBRIDGE DISTRICT COUNCIL.

Closing date for return of submission:  
12:00hrs (noon) on **19 February 2021**

Name of Applicant:

This document must be completed and returned in the published  
format. Failure to comply with this instruction may result in your  
Submission being discounted.

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# Contents

1	General Information .....	4
1.1	Procurement Procedure .....	4
1.2	Procurement Timetable .....	4
1.3	Authority Representatives .....	4
1.4	Contract Period .....	5
1.5	Insurance Levels .....	5
1.6	Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) (as amended) .....	5
1.7	Eligible Users .....	5
1.8	Further Competition – Call-Off Procedure .....	5
2	Specification .....	6
3	Selection Questionnaire.....	51
4	Award .....	69
4.1	Award Criteria .....	69
4.2	Scoring Guidelines .....	69
4.3	Award Questions.....	71
5	Pricing Schedule.....	73
6	Price Review Framework.....	74
6.1	Price Validity Period .....	74
6.2	Price Review Proposals .....	<b>Error! Bookmark not defined.</b>
6.3	Contract Renewal.....	<b>Error! Bookmark not defined.</b>
6.4	Spend Related Rebate Proposals .....	<b>Error! Bookmark not defined.</b>
6.5	Volume Related Rebate Proposals.....	<b>Error! Bookmark not defined.</b>
6.6	Pricing Schedule Declaration .....	74
7	Certificates .....	75
7.1	Conditions of Tender.....	75

7.2	Certificate of Undertaking and Absence of Collusion or Canvassing .....	76
7.3	Certificate of Confidentiality.....	77
7.4	Commercially Sensitive Information .....	77
7.5	Conflict of Interest .....	77

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# 1 General Information

## 1.1 Procurement Procedure

The Authority is issuing this Invitation to Tender (ITT) and is inviting expressions of interest and Bids from Applicants in response to the published advertisement. The 'Open' procurement process has been selected by the Authority for this below threshold tender in line with the Authority's Contract Procedure Rules and means that all Applicants that submit a Bid shall be evaluated in accordance with the criteria and process outlined within Volume Two (2) Applicant's Offer and the information contained within it shall be used by the Authority as the means to make a Contract award decision.

## 1.2 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Applicable to	Dates
Publication of advertisement	ITT	2 February 2021
Procurement documents issued to Applicants	ITT	2 February 2021
Clarification questions to be submitted by	ITT	12 February 2021
Clarification responses to be issued by	ITT	16 February 2021
Bid Deadline	ITT	12 noon on 19 February 2021
Evaluation	ITT	1 March 2021
Presentation/Demonstration/Site Visit (if required)	ITT	To be confirmed.
Notification of Contract award	ITT	8 March 2021
Contract start	ITT	1 April 2021

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

## 1.3 Authority Representatives

No person in the Authority's employ or other agent, except as so authorised by the Authority Authorised Officer or Procurement Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the successful Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

Authority Authorised Representative contact details:	Procurement Representative contact details:
<b>Daron Hand, Group Building Surveyor, Teignbridge District Council.</b> <b>01626 215461 /</b> <b>daron.hand@teignbridge.gov.uk</b>	<b>Rosanna Wilson, Corporate Procurement Officer, Teignbridge District Council.</b> <b>01626 215120 /</b> <b>rosanna.wilson@teignbridge.gov.uk</b>

## 1.4 Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. Contract period to be up a period of **SIX** years.

## 1.5 Insurance Levels

### 1.5.1 Employer's Liability Insurance

The Authority's minimum requirement for Employer's Liability Insurance is [£5,000,000](#).

### 1.5.2 Public Liability Insurance

The Authority's minimum requirement for Public Liability Insurance is [£5,000,000](#).

## 1.6 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) (as amended)

1.6.1 It is the responsibility of the Applicant to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Applicants should therefore take their own advice regarding the likelihood of TUPE applying. However, it is the view of the Authority that TUPE is [unlikely](#) to apply to this tender. Applicants should take account of the provisions contained in the Best Value Authorities Staff Transfers (Pensions) Direction 2007.

1.6.2 A 'Relevant transfer' can apply when a business, undertaking or part of one is transferred from one employer to another as a going concern or where a service previously undertaken by the Authority is awarded to a Contractor or a contract is awarded to a new Contractor on subsequent re-tendering.

1.6.3 The Authority shall comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to this agreement and the Applicant shall comply and shall ensure that each of its sub-contractors shall comply with its obligations in respect of each Relevant Transfer pursuant to this agreement. The Authority and the Applicant shall indemnify the other against any direct losses sustained as a result of any breach of the TUPE Regulations by the party in default.

For more information please use the websites listed below:

[www.gov.uk/transfers-takeovers](http://www.gov.uk/transfers-takeovers)

<http://www.opsi.gov.uk>

## 1.7 Eligible Users

[Section not applicable.](#)

## 1.8 Further Competition – Call-Off Procedure

[Section not applicable.](#)

## 2 Specification

### CONTRACT DOCUMENTATION

#### CONTENTS

**Section A: Contract Conditions and Preliminaries**

**Section B: Trade Preambles and Maintenance Routine**

**Section C: The Works**

**Appendix A: Preventative Control Measures**

**Location List with Pricing Framework**

**Location List with Work Regime**

**Location List with Water Service Information**

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**SECTION A**

**CONTRACT CONDITIONS**

**AND**

**PRELIMINARIES**

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## CONTRACT CONDITIONS AND PRELIMINARIES

### Table of Contents

1.0	CONTRACT CONDITIONS AND TENDER INSTRUCTIONS .....	10
2.0	DEFINITIONS .....	10
3.0	REPRESENTATIVES .....	11
4.0	WORKS AND LOCATIONS .....	11
5.0	COMMENCEMENT AND TERM .....	11
6.0	INSPECTION OF THE EQUIPMENT .....	11
7.0	PROGRAMME OF PLANNED MAINTENANCE REPORT .....	12
8.0	IMPLEMENTATION OF PLANNED MAINTENANCE .....	12
9.0	EMERGENCY WORKS .....	13
10.0	THE CONTRACTOR'S OBLIGATIONS .....	14
11.0	COUNCIL'S OBLIGATIONS .....	19
12.0	REVIEW AND CONTRACT CONTINUANCE .....	19
13.0	AUTHORISATION AND PAYMENT .....	20
14.0	INDEMNITY .....	21
15.0	TERMINATION .....	21
16.0	TERMINATION CONSEQUENCES .....	23
17.0	FORCE MAJEURE .....	23
18.0	NOTICES .....	24
19.0	CONFIDENTIALITY .....	24



<b>20.0</b>	<b>WARRANTY</b> .....	<b>24</b>
<b>21.0</b>	<b>WAIVER</b> .....	<b>24</b>
<b>22.0</b>	<b>SEVERANCE</b> .....	<b>24</b>
<b>23.0</b>	<b>ARBITRATION</b> .....	<b>25</b>
<b>24.0</b>	<b>APPLICABLE LAW</b> .....	<b>25</b>
<b>25.0</b>	<b>BREAK CLAUSE</b> .....	<b>25</b>

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## 1.0 CONTRACT CONDITIONS AND TENDER INSTRUCTIONS

- 1.1 These Contract Conditions and Tender Instructions form part of the Tender Documentation which shall govern the agreement between the Council and the Contractor for the provision of the Work.
- 1.2 The Contractor will be required to enter into a formal contract with the Council.
- 1.3 In the event of a conflict between these Contract Conditions and provisions in another part of the Tender Documentation then these Contract Conditions shall prevail.

## 2.0 DEFINITIONS

- 2.1 In these Contract Conditions the following expressions shall have the following meanings:

“Project Manager (PM)” means the person nominated or an authorised representative to act on behalf of the Council and notified to the Contractor;

“Contract Start Date” means **1<sup>st</sup> April 2021**;

“Contract Termination Date” means **31<sup>st</sup> March 2026**;

“Contract Period” means five years from the Contract Start Date;

“Equipment” means the all parts of the water installations, appliances, equipment, components, field controls, sensors, valves, pipe work or other device to receive the Works at the Locations;

“Locations” means those Council managed properties and installations set out in **Appendix A**;

“TUPE Regulations” means the Transfer of Undertakings (Protection of Employment Regulations 2006” or any statutory amendment modification or replacement thereof; and

“Works” means the inspection, reporting, cleaning, service, maintenance, sampling, testing, certification and repair of the Equipment to be undertaken by the Contractor in accordance with the specification set out in the Contract Documentation.

- 2.2 All agreements on the part of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this

agreement shall include all genders and the plural and the successor in title to the parties.

### **3.0 REPRESENTATIVES**

3.1 The parties shall act through designated representatives.

3.2 The PM is Daron Hand Group Building Surveyor, who can be contacted on 01626 215461 or daron.hand@teignbridge.gov.uk

3.3 The Contractor shall nominate a representative and advise the Council of the name and contact details in its tender submission.

3.4 The Contractor's nominated person will also be required to attend meetings when necessary as arranged by the PM.

### **4.0 WORKS AND LOCATIONS**

4.1 The Works can be split into the following categories:

4.1.1. Review current risk assessment for each Location;

4.1.2. Implementation of the Works to the water service installations including Equipment at the Locations.

4.2 The Works shall be undertaken at the Locations set out in **Appendix A**.

### **5.0 COMMENCEMENT AND TERM**

5.1 The Contract shall commence on the Contract Start Date and end on the Contract Termination Date.

### **6.0 INSPECTION OF THE EQUIPMENT**

6.1 Within four months of the Contract Start Date the Contractor shall undertake a full inspection of the Equipment at all Locations to review the content of the current water hygiene risk assessment and provide an updated version to the PM in electronic format.

## **7.0 PROGRAMME OF PLANNED MAINTENANCE REPORT**

- 7.1 Within one month of the initial inspection in clause 6, the Contractor is to prepare and provide to the PM a report detailing the recommended programme of planned maintenance for the Equipment over the next five years.
- 7.2 The report is to include a list of all the water service installation components, their condition, preventative maintenance action outside the Works / service requirements of this Contract, recommended improvements or enhancements and a price for the planned work or actions proposed.
- 7.3 The pricing for the Works shall include all aspects of the Works including **Section D: The Works**.
- 7.4 The planned maintenance report shall be given to the PM in an electronic format suitable for circulation to building managers and occupiers at the Locations.

## **8.0 IMPLEMENTATION OF THE WORKS**

- 8.1 The Contractor shall provide to the PM a service programme of work at least two prior to the Contract Start Date for approval.
- 8.2 Following award of Contract to the Contractor, the Contractor shall commence the Works accordance with the PM approved service programme.
- 8.3 The Contractor shall provide and leave at each Location a separate copy of the preventative maintenance job sheet, sample analysis and/or maintenance certificate, log sheet etc. in a format approved by the PM. A further copy shall be sent by the Contractor to the PM in an electronic version accompanying the invoice.
- 8.4 All servicing certificates shall be counter signed by a responsible person nominated by the PM and notified to the Contractor for each of the Locations (where possible) to confirm attendance and completion of the Works at that Location.
- 8.5 Each inspection and maintenance certificate is to include or be accompanied by an appended form providing details of the manufacturer information, size / capacity, age, last test date, action taken at time of visit, recommended action and any other pertinent remark or observation.

- 8.6 The Contractor shall update the existing site based log book if present and appliance labels. If a site log book cannot be found the Contractor is to provide a new book and commence recording servicing and remedial action taken thereafter.
- 8.7 During the Contract Period any component, equipment or part of a water service installation to be serviced, repaired or renewed on an ad-hoc call-out / reactive basis outside the approved programme of servicing shall be carried out in accordance with the terms and conditions of the Contract.
- 8.8 Instructions for all call-out / reactive Works will be confirmed by a computer-generated official purchase order issued by the Council to the Contractor setting out the work requirement and its location. All call-out Works shall be completed within the target completion date shown on the official purchase order. To ensure the building service installations remain operational with minimal interruption call-out work instructions will normally require (unless otherwise agreed between the parties) the Contractor to attend within 24 hours but within 4 hours for emergency situations from the time of the work instruction. Work instructions released on an emergency basis with a 24 hour response requirement will initially be by verbal instruction from the PM or another Council authorised officer and followed up shortly afterwards by a formal official purchase order.
- 8.9 The Council's official purchase order number and Location site reference number in the Pricing Framework is to be used by the Contractor in all invoices and correspondence to denote the location for all Works.
- 8.10 The Contractor shall identify and label all equipment as per the location risk assessment to ensure all equipment can be clearly identified. The labels used shall be metal tags with engraved / punched reference number secured to the equipment by the use of tags. In addition to the Equipment the Contractor is also required to identify other assets in the same manner.
- 8.11 The Works shall be carried out during normal working hours namely 08:00 to 17:00 unless where stated otherwise. No operation which by its nature requires inspection prior to and during the course of its execution shall be carried out outside normal working hours unless adequate notice is first given to and approval received from the PM and in turn the building management or occupier.

## **9.0 EMERGENCY WORKS**

- 9.1 The Contractor may need to provide a 24 hour, 365 days per year call-out service in respect of emergencies to undertake all necessary inspection and testing to determine the cause of any fault, for provision of any temporary works necessary to maintain effective operation of the Equipment until full repairs can be effected, and for additional log book entries and service reports.

- 9.2 Work instructions released on an emergency basis will require an immediate Contractor attendance the same day within four hours or earlier and be initiated by a verbal instruction from the PM or another Council authorised officer, or the Council standby service and confirmed shortly afterwards by an official purchase order.

## **10.0 THE CONTRACTOR'S OBLIGATIONS**

### **Performance**

- 10.1 The Contractor will undertake the Works in accordance with the terms and conditions of the Contract documentation and will act as Principal Contractor under the Construction (Design and Management) Regulations.
- 10.2 The Contractor shall ensure that the Works are carried out by a sufficient number of suitably qualified and experienced staff who will act with due skill and care and comply with any relevant Health and Safety, British Standards, Water Regulations or other relevant and impacting legislation or regulatory control to the satisfaction of the Contractor.
- 10.3 The Contractor shall at all times during the Contract Period provide and maintain sufficient equipment, transportation, materials and consumables as are required.
- 10.4 The Contractor shall remove all surplus materials and all rubbish as it arises and leave the work area clean and tidy at all times without obstruction.
- 10.5 The Contractor shall comply with the Council's Contractor Code of Conduct which will form part of this Contract agreement. A copy of which is available from the PM.

### **Compliance**

- 10.6 The Contractor shall comply with all relevant legal provisions, whether in the form of Orders, Regulations, Statutes, Statutory Instruments, Codes of Practice, Bylaws, Directives or the like, to be observed and performed in connection with the execution of Works including the loading and unloading of vehicles on the highway, and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with such legal provisions.
- 10.7 In particular the Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992, the Electricity at Work Act 1989, Working at Height Regulations 2005, Construction (Design and Management) Regulations 2015, Approved Code of Practice (L8 current edition): The Control of Legionella Bacteria, Confined Space Regulations 2012 in Water Systems (ACOP L8) and any other

legal provisions pertaining to the various industries engaged in connection with the Works and to the Health and Safety of its own staff, the Council's employees and others who may be affected by its execution of the Works.

- 10.8 The Contractor shall present to the PM a full Company Health and Safety Policy, Plan of Works including Risk Assessments to the Council prior to the Contract Start Date.
- 10.9 The Contractor acknowledges that performance of the Contract may require some of its staff to come into contact with children, vulnerable persons or other members of the public, towards whom the Council owes a duty of care. The PM reserves the right to request the Contractor to remove and replace a member of the Contractor's staff from a Location if the PM has a reasonable concern regarding the conduct of the member of staff. The Council recommends that the Contractor reads the Council's Safeguarding Children Policy for further advice.
- 10.10 The Contractor shall provide a means of identification to all persons acting on its behalf and engaged in the Works, in a form approved by the PM, and shall require its employees to wear and keep visible such identification at all times whilst on Council premises.

## **Insurance**

- 10.11 The Contractor shall effect and maintain that it has the following types and amounts of insurance cover with a reputable insurance provider:
- 10.11.1. Public Liability (Third Party) insurance with a minimum limit of indemnity of £5,000,000 (Five million pounds);
- 10.11.2. Employers' Liability insurance to comply with statutory requirements with a minimum limit of indemnity of £5,000,000 (Five million pounds) in respect of any one act or occurrence or series of acts or occurrences in any one year.
- 10.12 The Contractor shall satisfy the Council that it has the required insurances prior to the commencement of the Works and shall provide to the Council upon request copies of the policies.
- 10.13 Failure to maintain valid insurance cover for the duration of the Contract Period and failure to provide the Council with evidence of such cover will constitute a material breach of the Contract which will entitle the Council to terminate with immediate effect.

## **Assignment and Sub-contracting**

- 10.14 The Contractor shall not assign this Contract.
- 10.15 The Contractor shall not sub-contract any part of the Works without the prior written consent of the PM such consent not to be unreasonably withheld or delayed. Notwithstanding such consent, the Contractor shall continue to be liable for performance of the Works and shall be responsible for the acts, omissions and breaches of any sub-contractor as fully as if they were the Contractor's own.
- 10.16 If consent is given to the Contractor to sub-contract parts of the Works the Contractor shall ensure that the sub-contractor has the same level of insurance cover specified above and will provide to the Council evidence of such policies.

## **Agency**

- 10.17 The Contractor is not and shall in no circumstances hold itself out as being the servant or agent of the Council for any purpose other than those expressly conferred to by this Contract.

## **Advertisement**

- 10.18 No advertisement of any description will be allowed on premises, equipment, materials or consumables utilised in the performance of the Works without the prior written consent of the PM such consent shall not be unreasonably withheld or delayed.

## **Complaints**

- 10.19 The Contractor's representative shall be required to attend meetings to discuss performance of the Contract with the PM quarterly (if such frequency is required) and at other times as reasonably required by the PM to discuss particular elements of the Works.
- 10.20 If any person or organisation makes a complaint concerning the Works to the Contractor then the Contractor shall immediately report the incident to the PM and provide a written report of the complaint the same or next working day. Where the PM notifies the Contractor that the Contractor shall resolve the complaint the Contractor shall do so within two days from the date of notification and shall resolve the complaint to the satisfaction of the PM.
- 10.21 The Contractor's proposed corrective action shall be approved by the PM prior to implementation.



## **Defective Works**

- 10.22 Where the PM or an appointed third party inspects any element of the Works and reasonably considers that the work undertaken by the Contractor is defective he shall advise the Contractor of the issue and may remove any equipment or material and require the Contractor to re-perform any task which has not been carried out correctly. Any corrective work shall be at the expense of the Contractor and shall be carried out to the satisfaction of the PM.
- 10.23 Any defects or other faults which appear within **twelve** months of completion of a particular element of the Works because of a latent defect, poor materials or workmanship not in accordance with the Contract shall be made good by the Contractor entirely at their own expense. All making good of defect work shall be completed within 24 hours of receiving notification from the PM. Where defective work is not undertaken within 24 hours (or longer as may be agreed in writing between the parties) without a reasonable explanation the PM reserves the right to employ another Contractor to make good and charge the full cost plus 15% administration charge incurred to the Contractor.

## **Barriers**

- 10.24 Adequate and sufficient warning notice and protective barriers are to be positioned and employed to facilitate the Works at all times in order to satisfy the relevant health and safety requirements for the Works.

## **Access**

- 10.25 It shall be the responsibility of the Contractor to arrange access to a particular Location with the building operator / management. The PM will help facilitate access if the Contractor is having difficulty making the arrangements. It will be the responsibility of the Contractor to confirm all contact particulars for access with the PM prior to the programme of planned maintenance. The Council shall not pay any charges levied by the Contractor regarding abortive visits to Locations.
- 10.26 The Contractor agrees to cause a little disruption to the Council and users of the Locations as reasonably possible in carrying out the Works.
- 10.27 The Contractor shall occupy only those parts of the Locations as are necessary for the execution of the Works and the Locations shall be accessed solely for the purpose of the execution of the Works as instructed.
- 10.28 Vehicular spaces for parking at each Location is limited or restricted. The Contractor is to make his own parking arrangements where space is not available and be responsible for the payment of any parking charges.

- 10.29 No workman employed on the Works (by the Contractor or any sub-contractor) is to be allowed to trespass upon any adjoining property and the Contractor will indemnify the Council from any claim or action for damages on account of trespass misconduct. The Contractor shall take all necessary measures to protect existing premises.
- 10.30 Many of the Locations have a log in and out procedure. The Contractor is to adopt these procedures to ensure security and fire management is maintained.

### **Asbestos**

- 10.31 No presumed or known asbestos containing material is to be disturbed by the Contractor without formal written approval from the PM. A list of the Locations which contain asbestos will be provided by the PM to the Contractor prior to the Contract Start Date.

### **Audit and Retention of Documents**

- 10.32 The Contractor will be required to retain all relevant time sheets, wages books, vouchers, comparative quotations and invoices in connection with the Contract for a period of 12 months from the end of the Contract until inspected and approved by the Council and Government Auditors (if required).

### **Disruption**

- 10.33 It shall be the Contractor's responsibility to take all reasonable steps to protect adjacent surfaces and fittings while undertaking the Works. Any damage caused as a result of the Works is to be reported to the PM immediately with the Contractor responsible for implementing repair work straight away without cost to the Council.
- 10.34 Dust and dirt emissions are to be kept to a minimum with suitable protection or methods put in place for containment to prevent spread. Any debris created by the Contractor during the implementation of the Works is to be removed and disposed of at an authorised location to the satisfaction of the PM.
- 10.35 The Contractor shall provide adequate and sufficient provision for storage, waste disposal, office and welfare sufficient for the satisfactory completion of the Works.

### **TUPE**

- 10.36 No later than six months prior to the Contract Termination Date or immediately upon termination of the Contract for any reason under clause 15 the Contractor shall provide to the PM all relevant information relating to the Contractor's employees employed in connection with the Contract for which the Council may reasonably require for the purpose of re-tendering any parts or the entire Contract.

10.37 This information may be disclosed by the Council to any potential tenderer as part of its duty under the TUPE Regulations and shall include the following:

- Length of service;
- Probationary period;
- Retirement age;
- Pension arrangements;
- Periods of notice;
- Current pay agreements;
- Any agreed pay settlements yet to come into effect;
- Working hours;
- Annual leave entitlements;
- Sick leave arrangements;
- Maternity/paternity leave arrangements;
- Special leave arrangements;
- Terms and conditions of transfers;
- Employee bonus schemes;
- Any relevant collective agreement;
- Sporting, social, welfare or other facilities provided which may be considered employment benefits of staff; and Facility time and facilities provided for trade union officials and health and safety representatives.

## **11.0 COUNCIL'S OBLIGATIONS**

11.1 In consideration of the Works undertaken by the Contractor the Council agrees to make payments to the Contractor for each element of the Works in accordance with the terms and conditions set out in the Contract.

11.2 The PM shall answer any reasonable requests from the Contractor for further information or assistance without undue delay.

11.3 The PM shall be available upon receipt of reasonable notice being given to meet with the Contractor to discuss any element of the Works.

11.4 The PM may at his discretion carry out interim and final inspections of Equipment during the Works or instruct a third party to undertake such inspections.

## **12.0 REVIEW AND CONTRACT CONTINUANCE**

- 12.1 The Contractor's performance under this Contract and the duration of the Contract Period are subject to review by the Council prior to each annual anniversary date from the Contract Start Date. The Council will review performance in accordance with clause 12.2 below.
- 12.2 The Council's performance review will include most or all of the following criteria: maximising building occupier or management satisfaction; minimising number of recalls for incomplete works; maximising quality of workmanship and materials; minimising complaints and maximising satisfactory outcome; maximising quality of information and accuracy of invoices; and meeting targets for speed of invoicing and ensuring the highest possible standard in health and safety matters. The above list is not exhaustive and may include any related objective basis for the consideration of performance in works of this nature.
- 12.3 Where the PM is reasonably of the view that the performance of the Contractor needs to be improved he shall set out in writing the areas of improvement and provide a reasonable time frame for improvement to take place.
- 12.4 Where improvement does not take place the PM may invoke the Termination provisions set out in clause 15 below.
- 12.5 Where the Contractor fails to effect the programme of Works or fails to respond to a 'call-out' instruction within the time required, the PM will be entitled, where there are no extenuating circumstances outside the influence of the Contractor, to employ others to execute or complete an element of the Works and to recover all additional costs incurred, together with an addition 15% administration charge, from the Contractor.

### **13.0 AUTHORISATION AND PAYMENT**

- 13.1 All payments shall be in **ARREARS** from the Council to the Contractor on completion of an element of the Works.
- 13.2 Interim payments will be monthly with the Contractor presenting to the Council the programmed maintenance and call-out works on a valid consolidated invoice.
- 13.3 The invoice shall contain the Contractor's VAT details and the Contract shall also submit the inspection certificates set out in clause 8 above and any official works orders.
- 13.4 Payment will be made to the Contractor within 30 days of authorisation of payment by the PM, such authorisation not to be unreasonably withheld or delayed.

- 13.5 The Contractor shall be responsible for compliance with all relevant legal provisions in respect of Income Tax, Construction Industry Tax Deduction Scheme and other company taxation legislation and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with any such legal provision.

#### **14.0 INDEMNITY**

- 14.1 The Contractor shall keep the Council indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council by a third party arising out of, or in connection with, the Works, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its employees, agents or sub-contractors.

#### **15.0 TERMINATION**

- 15.1 The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately and the rights and liabilities of the parties shall thereafter be determined:
- 15.1.1. Failure on the part of the Council to make punctual payment of all sums due to the Contractor under the terms of this Contract;
  - 15.1.2. The Contractor commits a material or persistent breach of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
  - 15.1.3. The levying of any distress or execution against the Contractor or the making by him of any composition or arrangement with creditors or being a company the company's liquidation (other than a members' voluntary liquidation).
  - 15.1.4. The Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 15.1.5. The Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- 15.1.6. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- 15.1.7. The Contractor (being an individual) is the subject of a bankruptcy petition order;
- 15.1.8. A creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 15.1.9. An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);
- 15.1.10. A floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 15.1.11. A person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- 15.1.12. Any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 14.1;
- 15.1.13. The Contractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or;

15.1.14. Discovery that the Contractor shall have offered, or given, or agreed to give to any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to the Contract or any other Contract with the Council, or the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor), or in relation to any Contract with the Council, the Contractor or person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

## **16.0 TERMINATION CONSEQUENCES**

16.1 On termination of the Contract for any reason:

16.1.1. The Council will pay to the Contractor any outstanding sums due;

16.1.2. The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

16.1.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **17.0 FORCE MAJEURE**

17.1 Either party shall be entitled to suspend performance of its obligations under this agreement to the extent that such performance is impeded, dangerous or made unreasonably difficult or costly by any of the following circumstances: industrial disputes and other circumstances beyond the control of the parties such as fire, war, terrorist activities, restrictions in the use of power and delays in deliveries by sub-contractors caused by any circumstances as mentioned in this clause.

17.2 The party claiming to be effected by force majeure from fulfilling its obligations shall notify the other party in writing without delay as soon as such circumstances interfere or cede.

17.3 Either party shall be entitled to terminate this agreement by notice in writing if performance is suspended under this clause for more than six months.



## **18.0 NOTICES**

- 18.1 Any notice served under this Contract must be in writing and sufficiently served and delivered by special delivery at the address for each party shown in this Contract or such other address as may be notified by one to the other in writing.

## **19.0 CONFIDENTIALITY**

- 19.1 Subject to any statutory constraints and duties both parties undertake to keep confidential both during the term of this Contract and at all times thereafter any information concerning the other party or its employees or business which it acquires in the course of providing, procuring or receiving the Works save that this obligation does not apply to information which is:

19.1.1. Already in the public domain;

19.1.2. Trivial or obvious; or

19.1.3. Required to be disclosed by law.

## **20.0 WARRANTY**

- 20.1 Each of the parties warrants its power to enter into this agreement.

## **21.0 WAIVER**

- 21.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

- 21.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **22.0 SEVERANCE**



22.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **23.0 ARBITRATION**

23.1 All disputes or differences which at any time arise between the parties whether during the Contract Period or afterwards touching or concerning this Contract or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institution of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force.

### **24.0 APPLICABLE LAW**

24.1 This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the Law of England and the parties hereby submit to the jurisdiction of the English Courts.

### **25.0 BREAK CLAUSE**

25.1 The Council may determine the employment of the Contractor by giving at least 16 weeks period of notice in writing to the Contractor.

25.2 The Contractor may determine their employment by giving at least 16 weeks period of notice in writing to the PM but not earlier than 12 months after the Contract Start Date.

25.3 Until their employment is determined under this break clause the Contractor will be under an obligation to continue to carry out and complete all the Works instructed and to comply with and be bound by in all respects with the provisions contained within the Contract which shall remain in full force and effect.

If this break clause is exercised by either the Council or the Contractor neither will have a claim against the other in respect of any resultant loss or damage.

ADVERT NOT FOR TENDER PURPOSES

## **SECTION B**

### **TRADE PREAMBLES**

ADVERT NOT FOR TENDER PURPOSES

## Section C

### A. TRADE PREAMBLES

- a. These preambles will apply will be read and applied in conjunction with the terms and conditions of the specification, manufacturers guidelines, industry best practice or direction of the PM.

### B. SCAFFOLD AND MOBILE TOWERS

- a. Scaffolding must be constructed in accordance with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., Working at Height Regulations 2005, and subsequent amendments or re-enactments.
- b. All scaffolding shall be erected in accordance with the requirements of the Safe Working Policy, and to comply with the recommendations of European Standard BS EN12811-1:2003, TG20:08 - A Guide to good Practice for Scaffolding with Tubes and Fittings and SG4:10 Preventing Falls in Scaffolding.
- c. Moveable towers can be used, in accordance with the Construction (Working Places) Regulations.

### C. ELECTRICAL SYSTEMS

- a. To BS 7671, current edition of the IEE regulations and the requirements of the electricity distributor.
- b. Guidance Note 3: Inspection and Testing. Particular attention is to be given to The Electricity Safety Council's Best Practice Guide 4: "Periodic Inspection Reporting" and guidance associated with the definition of standard codes for reporting of defects and recommendations.

### D. WATER HYGIENE WORKS

- a. In all circumstances HSE ACOP L8 and HSE Health and Safety Guidance 273 Parts 1 to 3 will be the minimum criteria for the execution of all water hygiene works and service work carried out. The following approaches for typical tasks should be considered guidance only.
- b. Inspection, cleaning, disinfection and sampling regimes are to be in accordance with the location risk assessment and associated management control plan and overriding HSE documentation.
- c. Cleaning, disinfection and flushing of hot and cold water systems shall be in accordance with the requirements of HSG 273, ACOP L8 and BS8558: 2011 Guide

to design, installation, testing and maintenance services supplying water for domestic use within buildings and their curtilages.

- d. Tank refurbishment to include requirements of Byelaw 30.
- e. Materials, chemicals, coatings, linings, fittings, components or other products employed as part of this contract shall be tested and approval in accordance with the Water Regulations Advisory Scheme and / or BS 6920 and Drinking Water Inspectorate Regulation 31.
- f. Sampling for legionella, other organisms / bacterium and/or Total Viable Count (TVC) sampling is to be in accordance with BS7592 by a laboratory or test facility with UKAS accreditation. All samples taken are to be clearly identified with the following information: location, time, and date and samplers identification.
- g. On site test methods for water analysis are to be to BS 1427.
- h. All work is to be carried out by suitably experienced and fully trained staff.
- i. Any panel, insulation, cover or other feature displace or disturbed as a result of the Works is to be correctly reinstated upon completion.
- j. All spillage, splashes or surplus water resulting from the Works is to be removed and cleaned up straight away. Warning signs or notices are to be positioned over the affected surfaces while it dry's to avoid an accidental slip and fall.

#### **E. TEMPERATURE MONITORING**

- a. Equipment used for temperature monitoring must be suitable and designed for that purpose and be calibrated at intervals of not more the six months. Evidence of the calibration record is to be provided to the PM upon request.
- b. Temperature measurements at to be taken by opening the fitment and positioning the monitoring device in the stream of water. Changes in temperature are to be noted and after a specific period the displayed temperature of the water recorded. If the required temperature is not achieved then this shall be clearly identified on the report in RED ink.
- c. On completion of the test the area shall be left in the condition it was found and any splashes etc. removed.
- d. Temperatures in storage cisterns and tanks will be monitored in accordance with the risk assessment management plan by use of an appropriate measuring device in the water. Device to be properly sterilised before use. All results to be recorded in the site log book and non-compliances are to be clearly identified (in RED ink). Insulation or lids etc. disturbed as part of this temperature monitoring shall be reinstated in the correct manner.
- e. Temperature readings from calorifier fixed gauges shall NOT be taken as the true temperature. Calorifier temperature readings are to be established and verified

using calibrated test equipment. Temperatures are to be monitored from the flow and return pipe work to the calorifier at not more than one metre distance from the calorifier. Temperature readings are to be recorded in the site log book. Any insulation, duct covers or panels removed to gain access for this recording purpose are to be correctly reinstated.

- f. Any defects noted while undertaking temperature readings is to be recorded in the site log book and reported to the PM.

## **F. THERMOSTATIC MIXER VALVES**

- a. Thermostatic mixing valves are to be cleaned and service in accordance with the manufacturers instruction including replacement, washing and disinfection of filters and fail safe test if the cold water supply is interrupted.
- b. Blended water temperature from each TMV is to be checked and recorded on a log sheet together with confirmation of the service and operation of the failsafe mode. TMV's are to be serviced at intervals of not more than an annual basis or six monthly if healthcare.
- c. The TMV shall be Type 3 unless otherwise directed by the PM.
- d. Any defects noted while undertaking service works or temperature readings are to be recorded in the site log book and reported to the PM.

## **G. STRAINERS**

- a. Carry out service as per manufacturer's requirements including dismantling, inspection for blockage, damage, clean, disinfection and re-assembly. Renew strainer element if necessary. Check for leaks on completion of work.
- b. Report disrepair to PM.

## **H. CALORIFIER FLUSH AND SAMPLE**

- a. Calorifiers are to be flushed and sampled in accordance with the risk assessment management control plan and by staff with suitable training and experience. Purge waste water in a safe manner.
- b. Typically, work will include connection of a flexible hose from the calorifier drain cock to the nearest suitable drain. Water would then be allowed to run until the discharge is free from debris. The water flow would then be stopped and hose removed. Drain cock should then be "flamed" before legionella and bacteriological samples are taken.
- c. Samples taken must be clearly identified and include: location, date, time and the sampler's identity.
- d. Samples are to be analysed by a UKAS accredited laboratory. Results of this analysis to be provided to the PM.
- e. Installation to be left in the same order as found before the sample/s were taken. On site records to be updated to record action taken.

## **I. SHOWER HEAD CLEANING AND CHLORINATION**

*J. Where required as part of the Works in accordance with the risk assessment control and associated management plan.*

- a. Access is to be agreed in advance with the building management or PM where the site is unmanned.
- b. Required water services are to be isolated and warning notices put in place to advise that cleaning and chlorinating work is being undertaken.
- c. Where practicable shower heads are to be dismantled and dosed using an approved solution to a concentration in accordance with the manufacturer's recommendation. Heads to be left free of all scale or debris formation and flushed through thoroughly to remove any treated water from them.
- d. Shower heads will then be submerged using a suitable container in a 10% solution of Sodium Hypochlorite. After this period the heads shall be thoroughly flushed to remove all chlorinated water.
- e. Any dismantled shower head will then be re-assembled and then all disinfected heads will be de-chlorinated using Sodium Bisulphite before discharging to a drain.
- f. Shower heads will be then be refitted and tested.
- g. On site log book will be updated to record this work.
- h. Any defect shower heads to be reported to the building manager or PM via record sheet.

## **K. STORAGE TANKS INSPECTION AND SAMPLING**

- a. Each tank is to have a visual inspection (photographed where practicable) and a record of this inspection is to be recorded in the site log book and record sheet.
- b. In accordance with BS7592 (sampling for legionella organisms in water and related materials) legionella and TVC samples are to be taken from the tank.
- c. Taken samples are to be clearly identified with the: location, date, time and samplers identity.
- d. Sample analysis is to be carried out by a UKAS accredited laboratory. The results of the analysis are to be notified to the PM as soon as they become known to the Contractor or become available.
- e. Chlorine residual of water stored within the tank should be measured and recorded.
- f. Temperature of the water stored in the tank is to be measured and recorded in the site log book.

## **L. CLEANING AND DISINFECTION OF WATER SYSTEMS**

- a. Cleaning, disinfection and flushing of hot and cold water systems shall be in accordance with the requirements of British Standard 8558:2011 and The Water Supply (Water Quality) Regulations 2000. Waste or stagnant water to be purged from the system in a safe and organised manner.
- b. Disinfectants must conform to either EN 900 for Calcium Hypochlorite or EN 901 for Sodium Hypochlorite. Alternative chemical must comply with the respective standard governing their usage or handling etc. Guidance contained in the relevant COSHH data sheet will be followed.
- c. Disinfection of a water system is to involve close liaison with the building occupier or its management and include for the introduction of control measures to ensure the affected services are not interfered with or used by unauthorised persons. Warning notices, signage, and / or permit to work approach is to be employed stating the service is not fit for use until further notice to ensure the disinfection exercise does not place any operative, staff member or visitor at risk. Each outlet will be labelled accordingly to clearly identify this service is not to be used.
- d. The Contractor will be responsible for implementing a clean and disinfection where legionella bacteria is detected in the system, the environmental conditions indicate an increased risk of the proliferation of legionella or other harmful bacterium and / or unsatisfactory inspections or analysis.
- e. Where this work involves working in a confined space appropriate risk and control measures will need to be introduced by the Contractor including the use of atmospheric monitoring equipment, use of breathing apparatus and formal consent from the building occupier or PM. Evidence of staff with suitable training and fully prepared method statement will be present to the PM prior to the commencement of such confined spaces work.
- f. System is to be thoroughly flushed to remove any residue, debris or other contaminants that may be present and close outlets before disinfection treatment.
- g. Storage tanks are to be isolated from the water service and drained. Tank is to be cleaned and all debris removed in containers and disposed off site in a safe and authorised manner. Where pumps or vacuums are in use any discharge is to be directed to a drain with suitable capacity.
- h. The system and tanks are to be filled and immersed with disinfectant which is to be drawn through until testing confirms the required concentration is achieved. The service is then left to stand for the recommended period (often an hour). Concentration levels during the standing period are to be checked at several outlets to ensure the effective concentration of disinfectant is maintained throughout the entire system.
- i. On completion of the disinfection process the system is to be thoroughly drained and flushed out until the free residual level of disinfectant is equal to the level present in the drinking water supplied.
- j. A disinfectant neutralising chemical is to be added before the water is discharged into a suitable drain. No treated water is to be discharged into a drain or watercourse where the waste water contains chemicals or substances harmful to the environment.



- k. Samples are to be taken from sentinel taps to ensure the sterilisation process has been successful.
- l. Disinfectant concentrations and levels are to be in accordance with the manufacturer's instruction and shall cause no damage to the water system or any of its components or fittings.
- m. Once the necessary sterilisation tests have been proven to be successful notice the site log book is to be updated and notice released to the building occupier, management or the PM that the water service can return to normal use.
- n. When the water service is put back into service and is refilled with clean fresh water the Contractor is to ensure all outlets are operated and tanks checked to ensure there are no air locks and water is left free running throughout the system without interruption.
- o. All relevance guidance or information is to be provided to the building occupier, management or PM by the Contractor.

#### **M. PLUMBING WORK**

- a. Replacement component are to be WRAS accredited and / or approved by the equipment / appliance / plant manufacturer.
- b. Minor plumbing alterations or maintenance tasks on water systems are to include flushing through and sampling / analysis of the water if necessary. Disinfection is to be undertaken for: new installation, major alterations, non-isolated underground pipe work repair or insertion, underground pipe work where contamination is suspected or where the system has not been in regular use or periodically flushed.
- c. Major plumbing alterations are to include for flushing and disinfection to BS6700:2006 etc.
- d. Notification under the WRAS 1999 is to be released by the Contractor to the Water Undertaker with copies and associated certification to the PM at handover before use. All work is to be effected by operatives who are accredited under a quality assurance scheme for plumbers.

#### **N. RISK ASSESSMENTS (RA)**

- a. Risk assessment for a location is to prepared and presented to ensure compliance with ACOP HSG274 L8 PART TWO and will be generated to satisfy the following purpose:
- b. Investigate the systems operation and usage;
- c. Create schematic diagrams where unavailable;
- d. Identify problematic areas and risk assess;
- e. Ascertain water quality by taking samples for analysis;

- f. Reduce potential risk by making recommendations for any remedial work or management controls.
- g. Only competent persons adequately trained and with associated experience in this area of inspection will carry out risk assessments.
- h. A log book shall be created to contain all information regarding maintenance, sampling, tests and remedial action to the water system where it does not already exist.
- i. The detailed inspection of each location will commence at the point of supply and continue through to each outlet and include any storage or exchangers present or any other feature of the water service.
- j. Information gathered during the risk assessment inspection is to be presented in a consistent manner for all locations and satisfy the requirements of ACOP L8.
- k. The minimum content of the risk assessment for each location in compliance with ACOP L8 is to include:
  - i. Schematic diagram of the system/s covered by the RA;
  - ii. Register of all equipment included within the RA;
  - iii. Report with detail concerning the composition of the system and the condition of each part such as: water storage tanks, calorifiers, hot water heaters, taps, showers, blenders, mixer valves and interconnecting pipe-work etc. and any other fitting which forms a part of the water service. This list is not finite;
  - iv. Remedial action that is necessary to comply with current standards;
  - v. Maintenance and precautionary measures for recommended introduction;
  - vi. Identification of responsible and competent persons at each location;
  - vii. Record of sampling taken from areas where significant risk exists which have been analysed by UKAS accredited laboratories;
  - viii. Provision of a site log book for recording inspection, sampling, testing, maintenance and remedial actions to the water service.

Risk assessment will be reviewed during the delivery of the Works and changed by the Contractor where significant modifications are present or have been undertaken to the existing system design or installation. New or updated existing RA's are to be presented to the PM during the Contract Period in electronic format. The Contractor is to include in his price for this periodic review and the presentation of an updated risk assessment during the Contract Period including any change to the water hygiene management approach where necessary.

## **SECTION C**

### **THE WORKS**

ADVERT NOT FOR TENDER PURPOSES

		£	p
<p><b>THE WORKS</b></p> <p><i>All items in this document are to be priced or identified as either included or with a nil extension.</i></p> <p><b>SECTION ONE</b></p> <p><b>GENERAL</b></p>			
1.00	<u>Contract Conditions. Preliminaries and Trade Preambles</u>		
1.01	Contractor is to allow for all preliminary, site set up and management costs including profit and overheads and for all matters and conditions necessary for the proper execution of the work in its entirety and pertaining to this Contract.		
1.02	Reference should be made to Sections A, B and C: Contract Conditions, Preliminaries and Trade Preambles sections with this specification to ensure all work requirements are considered and included in the Bid.	£	
1.03	<u>Drawings</u>		
	There are no drawings to accompany this specification of works.	£	
1.04	<u>Statutory and Regulatory Compliance</u>		
1.04A	All work carried out under cover of this contract shall be executed in accordance with all Statutory Instruments, regulations, standards and relevant codes of practice.		
	Any work, sampling, testing, examination, materials, manufacturing, parts and components etc., are to comply with the current British Standards and guidelines. Evidence of conformity will be provided to the PM upon request.	£	
1.05	<u>Competence</u>		
1.05A	The Contractor will provide evidence of its competence to carry out the Works.		
1.05B	The contractor shall only employ persons who can demonstrate competency for work they are to carry out. Persons undertaking this work are to have the necessary detailed knowledge, understanding, training and experience, and have access to the requisite tools, equipment and information.		

		£	p
1.05C	The Contractor is to provide the PM with evidence for such training including refresher courses for all individuals engaged on work under this Contract before the Contract Start Date.	£	
1.06	<u>Initial Inspection and Risk Assessments</u>		
1.06A	<p>The Contractor will review the risk assessment and installation schematic for each Location within 90 days of the Contract Start Date. The risk assessment and installation schematic shall be modified by the Contractor at no additional charge to meet the requirements of ACOP L8 in the same format or another with agreement from the PM when necessary.</p> <p>One electronic version of the revised risk assessment is to be presented to the PM within two weeks of the Contractors visit.</p> <p>An electronic copy of the revised RA is to be provided to the PM within two weeks of the RA review for each location. Current risk assessments will be provided by the Council to the Contractor prior to the Contract Start Date.</p> <p>Any variations, observations or comment in relation to the risk assessment or installation schematic are to be brought to the attention of the PM straight away.</p> <p>All additional control or remedial work identified during the initial visit is to be accompanied by its frequency and scope of work with an associated cost.</p>	£	
1.07	<u>Adjustment to the Scope of Work</u> <p>The Council reserves the right to not proceed with any works identified, seek alternative competitive quotations and / or appoint another service provider or use in-house resources to fulfil these obligations.</p>	£	
1.08	<u>Work Programme</u> <p>Prior to the commencement date the Contractor shall submit to the PM a servicing programme of work for Locations in an electronic format suitable for circulation and notification purpose. Format and layout of the work programme is to receive consent from the PM.</p>		

- Work programme is to be reviewed periodically and kept up to date. Revised versions are to be forwarded to the PM following any change.
- 1.09 Certification, Forms and Reports etc.
- 1.09A The Contractor shall provide an electronic copy of all certification, site visit, non-compliance record, compliance log, service, monitoring or job sheets and reports including specialist analysis or test reports etc. to fulfil the requirements of this Contract and comply with ACOP L8. Format and layout of this information is to be agreed by the PM and be presented within two weeks of completion of the work at each and every Location. A further copy of this information may be requested to accompany and support the invoice from the Contractor to the PM.
- 1.09B The Contractor is to ensure all servicing and monitoring forms, certification and reports are completed in full and compiled in a logical, methodical and systematic fashion in accordance with the risk assessment and associated management controls for the location. A paper copy of this information is to be filed by the Contractor at the location based risk assessment folder. Where the risk assessment folder cannot be found the Contractor will be responsible for providing a replacement and leaving this at the particular location in readiness to receive future servicing and monitoring forms, certification and reports.
- 1.09C Where faults are identified these are to be supported by the presentation of photographic evidence presented in an electronic format to the PM.
- 1.10 Identification, Labels and Reference
- 1.10A All equipment, components or fittings are to be clearly identified by use of a sequential and unique location based reference system and provided to the PM electronically for each location. Where absent labelled tags are to be introduced and photographs taken for use in the new or current risk assessments.

**TOTAL PART ONE CARRIED TO THE SUMMARY PAGE =**

£	p
£	
£	
£	
£	
£	
£	
£	
£	

## THE WORKS Continued

		£	p
2.00	<b>PART TWO</b>		
	<b>APPENDIX A: LOCATION LIST WITH PRICING FRAMEWORK</b>		
2.01	The Contractor shall inspect, test, sample, record, service and maintain the water service installations as per <b>Appendix A</b> at the Locations shown in <b>Appendix A</b> .		
2.02	Risk assessments, sampling, testing, servicing and maintenance is to be completed in accordance with the Contractor service programme of work agreed by the PM and provided by the Contractor to the PM prior to the Contract Start Date or its anniversary for each subsequent calendar year.		
2.03	The Council reserves the right to adjust change or vary the extent, quantity or scope of the work at any time during the Contract Period and the Contractor must allow for this event in his pricing for this Contract.		
2.05	The pricing framework rates for the programmed inspection and testing Works shall include for a complete check of each installation as per <b>Appendix A</b> and any particular arrangement at each location to comply with ACOP L8.  All work is to include for all transportation, access plant, tools, equipment and disposals to complete the Works in their entirety.		
2.06	The Contractor shall maintain and update the records in the site based log book and affix warning notices and labels where necessary.  Where existing labels are complete, damaged or otherwise unusable, the Contractor shall affix additional labels.  A replacement log book/s shall also be left on site by the Contractor where these are found to be missing.		
2.07	Enter total carried forward from Appendix A: Location List with Pricing Framework here:		
	• <b>Appendix A: Location List and Pricing Framework Total =</b>	£	
	<b>TOTAL PART TWO CARRIED TO THE SUMMARY PAGE =</b>	£	

## THE WORKS Continued

£ p

### 3.00 PART THREE

#### SCHEDULE OF RATES INCLUDING ACCESS PLANT

The Contractor is to note there is no guarantee as to the number or location of the ad hoc (reactive) or unforeseen work instructions that will be issued during the Contract Period. The Council will therefore not consider any loss of profit or overhead or any other charge in relation to the absence of or release of instructions relating to such work.

The Council reserves the right to employ the services of another contract to fulfil ad hoc (reactive) work for the duration of the Contract and will not consider any claim from the Contractor for loss of profit, overhead etc. in this regard.

The Rates provided beneath are to include for transportation, the provision of a maintenance or service certification where necessary and/or the updating of any site log book, affixing new labels, adjustment of any fixing or equipment / support, disposal of redundant unit, hire of testing equipment or materials, employment of specialist consultancy services, facilitating access plant or equipment and renewal of the equipment warning signage etc.

The following items and associated rates are to be priced in accordance with the terms and conditions of this Contract. They do not supersede or replace any servicing or maintenance work described, specified or outlined elsewhere in the Contract.

Where the provisional quantities shown are exceeded during the first or subsequent year of the Contract Period the rate employed for additional work shall be charged at a pro rata rate by the Contractor.

#### 3.01 Schedule of Rates

*Rates are to include: travel, transportation costs and time, call out fee (if applicable), incidental costs and sundries, equipment, plant, attendance, disposal charges etc. and of applicable to complete each task shown beneath.*

- 3.02A Additional Water Sample to BS7592. Ad hoc site visit, effect access to suitable draw off outlet and reinstate any features displaced on completion, collect sample and provide analysis from UKAS laboratory. Update log book. Provide report to PM including any recommended remedial action with quotation.



## THE WORKS Continued

		£	p
3.02B	Total 5no. samples @ £...../ sample. Total = £.....	£	
3.03A	Additional Temperature Record. Ad hoc site visit, effect access and reinstate any displaced feature on completion, take temperature using suitable and calibrated device, provide record sheet to PM with any recommended action including quotation. Update log book.		
3.03B	Total 5no. temperature checks @ £...../ temperature check.  Total = £.....	£	
3.04A	Shower Head and Hose Clean, De-scale and Disinfect etc. Dismantle, clean, de-scale and disinfect shower head and hose. Re-assemble. Erect warning notices and restrict access during work. Record action in log book.		
3.04B	Total 5no. shower heads @ £...../ shower head.  Total = £.....	£	
3.05A	Spray Outlets Clean, De-scale and Disinfect etc. Dismantle, clean, de-scale and disinfect spray outlet. Re-assemble. Erect warning notices and restrict access during work. Record action in log book.		
3.05B	Total 5no. spray outlets @ £...../ spray outlet.  Total = £.....	£	
3.06A	Thermostatic Mixer Valve [TMV] Service. Dismantle, clean, de-scale and disinfect. Remove filter / strainers and clean or replace as necessary. Re-assemble and confirm correct operation including fail safe (loss of cold water shut down) and outlet temperature check. Renew seals and O rings etc. as necessary. Leave leak free. Record action taken in log book. Report disrepair matters to PM.		
3.06B	Total 5no. TMV cleans @ £...../ TMV.  Total = £.....	£	

## THE WORKS Continued

3.07A Thermostatic Mixer Valve [TMV] Renew. Renew defective TMV with equivalent Type 3 or equivalent PM approved. Allow **prime cost sum of £150 per TMV**. Include for the adaptation or alteration of all pipe work. Remove and reinstate panelling etc. to gain access. Check and confirm satisfactory operation and record in log book.

3.07B Total 3no. TMV's @ £...../ TMV. Total =  
£.....

3.08A Strainer Clean, De-scale and Disinfect etc. Remove strainer from TMV etc., clean, de-scale and disinfect. Reinstall strainer. Re-assemble component and check for leaks. Include for replacement seals, O rings etc. Record action in log book and provide report to PM.

3.08B Total 5no. strainer cleans @ £...../ strainer clean.  
Total = £.....

3.09A Medium Sized Cold Water Storage Tank Disinfect. Drain down. Disinfect tank and connected water services as per trade preambles. Refill, test and leave free of leaks. Include for all necessary health and safety management controls. Record successful outcome of disinfection in log book and provide report to PM. Allow for water storage tank capacity of between 2000 and 5000 litres serving up to 20 outlets.

3.09B Total 2no. tanks and outlets @ £...../ tank and outlets.  
Total = £.....

3.10A Small Cold Water Storage Tank Disinfect. Drain down. Disinfect tank and connected water services as per trade preambles. Refill system, test and leave free of leaks. Include for all necessary health and safety management controls. Record successful outcome of disinfection in log book and provide report to PM. Allow for water storage tank capacity of up to 500 litres serving up to 15 outlets.

3.10B Total 2no. tanks and outlets @ £...../ tank and outlets.  
Total = £.....

£	p
£	
£	
£	
£	
£	

## THE WORKS Continued

- 3.11A Water Heater Clean and Disinfect. Capacity up to 50 litres. Drain down. Disinfect tank and connected water services as per trade preambles. Refill system, test and leave free from leaks. Include for all necessary health and safety management controls. Record successful outcome of disinfection in log book and provide report to PM.
- 3.11B Total 2no. water heaters @ £...../ water heater.  
Total = £.....
- 3.12A Flush through dead legs and ends, pressure vessel and multiple outlets from TMV. TMV with multiple outlets to count as one outlet. Leave free from leaks. Run water at each outlet for a minimum period of up to 5 minutes until clear. Assume up to 15 outlets at each location are to be flushed.
- 3.12B Total 2no. locations @ £...../ location.  
Total = £.....
- 3.13 New Location Risk Assessment Generation – Provisional Item
- 3.13A In accordance with ACoP L8 carry out an inspection and present a risk assessment to the PM. Allow for undertaking an RA at a premise with water service information matching the Teignbridge Business Centre in Appendix A: Location List with Water Service Information\_1991.
- The above items are provisional to be removed or expended in part or full at the discretion and under the direction of the Council. Where the provisional total for any item is exceeded the additional work requirement shall be charged pro rata using the rate entered above.*

**TOTAL PART THREE CARRIED TO SUMMARY PAGE =**

£	p
£	
£	
£	
£	
£	
£	

£	p
£	
£	

## DAYWORK RATES

*Rates applied beneath will apply to all ad hoc reactive, additional service work or planned work carried out under cover of this Contract.*

Contractor is to insert the minimum order value applicable to any reactive / ad hoc unexpected call out instruction released during the Contract Period. The minimum order value is **NOT** a call out fee and is to include all mileage, transportation, travel time and incidental costs including the call out fee to reach any Location/s.

*NOTE: A Contractor's invoice value for call out work will be either the minimum order value or the actual value for the work where this exceeds the minimum order value.*

\* - Insert zero value if not applicable.

£

#### 4.02 Labour Normal Working Hours:-

State your all-inclusive rates for 5 hours work (inclusive of transportation costs, travel time, call out fee, incidental costs etc.) carried out by the following tradesmen which are to apply for works executed in **NORMAL WORKING HOURS** between 08:00 and 17:00 hours on weekdays (exclusive of statutory holidays):

£

## THE WORKS Continued

Water Hygiene

Mate or Labourer 5 hours @ £...../ hour. Total =

*This item is provisional to be removed in full or expended in part or full under the direction of the PM.*

### 4.03 Labour Outside Normal Working Hours:-

State your all-inclusive labour rates for 5 hours of work (inclusive of transportation costs, travel time, call out fee, incidental costs etc.) carried out by the following tradesmen which are to apply for works executed **OUTSIDE NORMAL WORKING HOURS** including weekends, statutory holidays.

Water Hygiene 5 hours @ £...../ hour. Total =  
Operative or  
Plumber

Water Hygiene  
Mate or Labourer 5 hours @ £...../ hour. Total =

*This item is provisional to be removed in full or expended in part or full under the direction of the PM.*

### 4.04 Materials:-

Allow for the material sums shown below to be used in connection with repair work outside the servicing and repair requirements.

Contractors will be paid the actual invoiced price net of all trade and other discounts, rebates and allowances, other than any cash discount not exceeding 5% obtainable by the Contractors for prompt payment.

For materials **up to** the value of £100 used under this Contract:

For material at £100 cost add the incidental costs, overheads and profit £ ..... addition of .....%.

For materials **over** the value of £199 used under this Contract:

For material at £200 cost add the incidental costs, overheads and profit £ ..... addition of .....%.

*This item is provisional to be removed in full or expended in part or full under the direction of the PM.*

### 4.05 Plant:-

£	p
£	
£	
£	
£	
£100	
£	
£200	
£	

### THE WORKS Continued

Allow for the sum of £100 for plant used in connection with the repair work that is outside the servicing and repair requirements.

Add the incidental costs, overheads and profit £ ..... addition of .....% for all plant employed under this Contract.

*This item is provisional to be removed in full or expended in part or full under the direction of the PM.*

**TOTAL PART FOUR CARRIED TO THE SUMMARY PAGE =**

£	p
£100	
£	
£	

ADVERT NOT FOR TENDER PURPOSES

COST SUMMARY PAGE –

PART ONE      General.

PART TWO      Location List with Pricing Framework Total.

PART THREE    Schedule of Rates

PART FOUR    Day work Rates

COST SUMMARY PAGE TOTAL CARRIED FORWARD TO THE  
SECTION 6.2 PRICING SCHEDULE DECLARATION =

£	p
£	
£	
£	
£	
£	

**NOTE:** - With the exception of the pricing framework, the tender sum is for competitive and analytical purposes only. There is no guarantee as to the likely annual value of ad-hoc works due to their inherently unpredictable and reactive nature. The PM reserves the right to amend or alter the scope of the Works during the Contract Period and the Contractor must allow for this possibility in their price carried forward to the Form of Tender.

## **APPENDIX A**

**LOCATION LIST WITH PRICING FRAMEWORK**

**PREVENTATIVE CONTROL MEASURES LIST**

**LOCATION LIST WITH WORK REGIME**

**LOCATION LIST WITH WATER SERVICE  
INFORMATION**



## GENERAL

- a. The Works are to be undertaken to achieve full compliance with all Statutory Regulations, British Standards, trade body, manufacturer's instructions and codes of practice impacting on the Works and relevant to the particular installation or appliance etc., and these must be strictly adhered to.
- b. Routine actions are to typically include: screen, filter, washer or seal replacement, cleaning, flushing or washer of certain components, lubrication, adjustment, realignment, consumable part/s replacement, carrying out further investigations, undertaking detailed checks using specialist tools and basic fault finding.
- c. Upon completion of any work a report in a recognised and approved format must be prepared and presented to the PM containing the date, nature and extent of the work, relevant condition of the equipment and details of any further recommended action to consider.
- d. The Contractor may record any additional comments on the report sheet that are applicable to the general condition and operation of the installation, system and or appliance(s).
- e. All water service installations, systems, plant, equipment and appliances must be left in good working order following any Works instructed as part of this Contract. If a fault is found or any replacement part(s) are required that are not covered by the specification or routine inspection and testing, it shall be reported immediately to the PM. Replacement parts used, other than those specified as being deemed to be included in the inspection and testing routines or Contract, will be reimbursed as an extra in accordance with the Contract Conditions and Schedule of Rates.
- f. Routine, periodic servicing, inspection, monitoring, sampling and testing must be carried out to the entire satisfaction of the PM. The Contractor shall carry out all Work with as little inconvenience as possible to the day to day working or operations of the location in which the installation, service, system, equipment or appliance applies.
- g. Contractor is to note it will not be practical to undertake certain Works during normal working hours and these are to be brought to the attention of the PM.

### Frequency Legend:

W	-	Weekly
M	-	Monthly
3M	-	Quarterly (3 Monthly Period)
6M	-	Half Yearly (6 Monthly Period)
Y	-	Yearly (12 Calendar Month Period)
2Y	-	Bi Annual (24 Calendar Month Period)

*The Council requires the following indicative planned preventative maintenance to be carried out at each water service installation to meet the requirements of ACOP L8 and the list is not exhaustive. Frequency of these Works will be in accordance with the risk assessment and management controls for each location. Those given in the table beneath should be considered indicative only. Any manufacturer specific service and maintenance work requirement are to be included whether or not they are detailed in the list. All components, consumable costs etc. are to be included in the service and maintenance price. Log book to be updated and actions recorded in compliance with ACOP L8.*

REFER TO THE FOLLOWING FILES:

**Location List with Pricing Framework\_1991.pdf**

**Preventative Control Measures\_1991.pdf**

**Location List with Work Regime\_1991.pdf**

**Location List with Water Service Information\_1991.pdf**

## 3 Selection Questionnaire

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

This standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. 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 exclusions grounds. Consequently we require all the 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).

Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD \(Part III\)](#) as a downloaded XML file as an appendix to your Submission.

### Supplier Selection Questions: Part 3

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

### Consequences of misrepresentation

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

### Notes for completion

1. The "Authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium)

and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. 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.

The Authority proposes to use the following criteria to evaluate Selection Questionnaire submissions:

Section	Title	Type of Question	Weighting (%)
Part 1	Potential supplier information	Information only	Not evaluated and scored
Part 2	Exclusion grounds	Pass/fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
Part 3 Section 4	Economic and financial standing	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
Part 3 Section 5	Consortia/sub-contractors	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
Part 3 Section 6	Technical and professional ability	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
Part 3 Section 7	Modern Slavery Act 2015	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.

Part 3 Section 8	Insurance	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<del>Part 3 Section 8</del> <del>[Delete section if not applicable to the procurement]</del>	<del>Skills and Apprentices</del>	<del>Pass/Fail</del>	<del>In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.</del>
<del>Part 3 Section 8</del> <del>[Delete section if not applicable to the procurement]</del>	<del>Steel</del>	<del>Pass/Fail</del>	<del>In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.</del>
Note to procurer: Insert any project specific questions which are relevant and proportionate to what is being procured.			
8.4	Compliance with Equality Legislation	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
8.5	Environmental Management	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
8.6	Health & Safety Management	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
<del>[Insert any project specific questions]</del>		<del>Pass/Fail</del>	<del>In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.</del>
<del>[Insert any project specific questions]</del>		<del>Scored</del>	<del>[Insert Weighting]</del>

Note to procurer: Insert scoring methodology for any scored questions, examples provided below, delete if not required:

Where sections are scored as being '**Good**', '**Adequate**' or '**Poor/Not Complete**', the following definitions will apply:

Definition	Score	Criteria
Good	3	Full response given with good detail and evidence
Adequate	2	Partial response, basic detail with some gaps
Poor/Not complete	0	A limited, or non-complete response

Where sections are scored as being '**High risk**', '**Medium Risk**' or '**Low Risk/None**', the following definitions will apply:

Definition	Score	Criteria
Low risk/None	3	No risks identified
Medium Risk	0	Risks identified with mitigation measures clearly reflecting improvement
High Risk	Fail	Risks identified with no mitigation measures

In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.

### Economic and Financial Standing

The Authority will carry out a financial check on the Applicant. The financial check may occur as part of the procurement process or at contract award. The Authority reserves the right to use the services of an independent third party to assess your financial standing/appraisal.

If undertaking a credit check it shall yield a position of risk for your organisation. This score will be utilised by the Authority to identify the following risk factor posed to it by the Applicant:

Risk indicator	Definition	Action
3	Higher than average risk	Evaluate further financial information
4	High risk	
-	Undetermined	
1	Minimum risk	Pass
2	Lower than average risk	

If a credit score is returned with a score of 1 or 2, then the Applicant shall be deemed to have passed this element of the evaluation process.

If the Authority is unable to obtain a credit score or the credit score returned is 3 or 4 the Authority shall form a review of the Applicant's accounts available from Companies House. If company accounts are not available then the Authority shall request the Applicant to submit the financial information as indicated by the Applicant's response in Question 4.1 to verify the Applicant's economic and financial standing. Using this evidence, the Authority's Finance department will determine an Applicant's suitability, taking all of the available facts into account including the subject matter of the Contract and the risk factors inherent to it.

Where the Authority's Finance department rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.

Where the Authority's Finance department rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have failed this element of the evaluation process. The Authority's Finance department's professional judgement is final. In the event of the Applicant being awarded a 'fail' the Applicant will be eliminated from the procurement process.

ADVERT NOT FOR TENDER PURPOSES

## 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													
Question 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)	Please mark 'X' in the relevant box to indicate your trading status	<table border="1"> <tr> <td>a) a public limited company</td><td></td></tr> <tr> <td>b) a limited company</td><td></td></tr> <tr> <td>c) a limited liability partnership</td><td></td></tr> <tr> <td>d) other partnership</td><td></td></tr> <tr> <td>e) sole trader</td><td></td></tr> <tr> <td>f) other (please specify)</td><td></td></tr> </table>	a) a public limited company		b) a limited company		c) a limited liability partnership		d) other partnership		e) sole trader		f) other (please specify)	
a) a public limited company														
b) a limited company														
c) a limited liability partnership														
d) other partnership														
e) sole trader														
f) other (please specify)														
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?													
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?													
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)	Please mark 'X' in the relevant box to indicate whether any of the following classifications apply to you	<table border="1"> <tr> <td>a) Voluntary, Community and Social</td><td></td></tr> </table>	a) Voluntary, Community and Social											
a) Voluntary, Community and Social														



		Enterprise (VCSE)							
		b) Small or Medium Enterprise (SME)							
		c) Sheltered workshop							
		d) Public service mutual							
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?								
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate  (Please enter N/A if not applicable)	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 06 April 2016 should be used): Which conditions for being a PSC are met: <table border="1"> <tr> <td>Over 25% up to (and including) 50%</td> <td></td> </tr> <tr> <td>More than 50% and less than 75%,</td> <td></td> </tr> <tr> <td>75% or more</td> <td></td> </tr> </table>		Over 25% up to (and including) 50%		More than 50% and less than 75%,		75% or more	
Over 25% up to (and including) 50%									
More than 50% and less than 75%,									
75% or more									
1.1(o)	Details of immediate parent company  (Please enter N/A if not applicable)	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):							
1.1(p)	Details of ultimate parent company  (Please enter N/A if not applicable)	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):							
<b>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.</b>									

Please provide the following information about your approach to this procurement.						
Section 1	Bidding model					
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<b>Please indicate your answer by marking 'X' in the relevant box.</b>				
	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.	<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Yes	No		
Yes	No					
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?	<table border="1"> <thead> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Yes	No		
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:						
<b>Contact details and declaration</b>						
<p>I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.</p> <p>I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.</p> <p>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</p>						

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	
Question 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		
Question number	Question	Response	
2.1(a)	<b>Regulations 57(1) and (2)</b> The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">web page</a> , 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 been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a> .	<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
		<b>Yes</b>	<b>No</b>
	Participation in a criminal organisation If Yes please provide details at 2.1(b)		
	Corruption If Yes please provide details at 2.1(b)		
	Fraud If Yes please provide details at 2.1(b)		
	Terrorist offences or offences linked to terrorist activities If Yes please provide details at 2.1(b)		
	Money laundering or terrorist financing		

	If Yes please provide details at 2.1(b) Child labour and other forms of trafficking in human beings 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 web 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)	<b>Regulation 57(3)</b> 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?		
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.		
<b>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.</b>			
<b>Section 3</b>	<b>Grounds for discretionary exclusion</b>		
<b>Question number</b>	<b>Question</b>	<b>Response</b>	
3.1	<b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">web page</a> , 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.	Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
3.1(a)	Breach of environmental obligations? If yes please provide details at 3.2		
3.1 (b)	Breach of social obligations? If yes please provide details at 3.2		
3.1 (c)	Breach of labour law obligations? 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? If yes please provide details at 3.2		
3.1(e)	Guilty of grave professional misconduct? If yes please provide details at 3.2		
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition? 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? If yes please provide details at 3.2		
3.1(h)	Been involved in the preparation of the procurement procedure? 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? If yes please provide details at 3.2		
3.1(j)	Please answer the following statements		
3.1(j) - (i)	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. If Yes please provide details at 3.2		
3.1(j) - (ii)	The organisation has withheld such		

	information. If Yes please provide details at 3.2		
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. If Yes please provide details at 3.2		
3.1(j)-(iv)	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. If Yes please provide details at 3.2		
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)		

### Part 3: Selection questions

<b>Section 4</b>	<b>Economic and financial standing</b>		
<b>Question number</b>	<b>Question</b>	<b>Response</b>	
4.1		<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
		<b>Yes</b>	<b>No</b>
	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following:		
	(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.		
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.		
	(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).		

<b>Section 5</b>	<b>If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below</b>				
<b>Question number</b>	<b>Question</b>	<b>Response</b>			
	Name of organisation				
	Relationship to the Supplier completing these questions				
		<b>Please indicate your answer by marking 'X' in the relevant box.</b> <table border="1"> <tr> <td><b>Yes</b></td> <td><b>No</b></td> </tr> </table>		<b>Yes</b>	<b>No</b>
<b>Yes</b>	<b>No</b>				
5.1	Are you able to provide parent company accounts if requested to at a later stage?				
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?				
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?				
<b>Section 6</b>	<b>Technical and professional ability</b>				
<b>Question number</b>	<b>Question</b>	<b>Response</b>			
6.1	<p>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. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>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).</p> <p>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.</p> <p>If you cannot provide examples see question 6.3</p>				
		<b>Contract 1</b>	<b>Contract 2</b>		
	Name of customer organisation				
	Point of contact in the organisation				
	Position in the organisation				
	E-mail address				
	Contract Start date				
	Contract completion date				
	Estimated contract value				



Description of the Contract:					
Contract 1:					
Contract 2:					
Contract 3:					
6.2	<p>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)</p> <p>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)</p>				
Response:					
6.3	<p>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.</p>				
Response:					
<b>Section 7</b>	<b>Modern Slavery Act 2015: requirements under Modern Slavery Act 2015</b>				
<b>Question number</b>	<b>Question</b>	<b>Response</b>			
		<p><b>Please indicate your answer by marking 'X' in the relevant box.</b></p> <table border="1"> <tr> <td><b>Yes</b></td> <td><b>No</b></td> </tr> </table>		<b>Yes</b>	<b>No</b>
<b>Yes</b>	<b>No</b>				
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")?				
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	(Please provide the relevant URL)	(Please provide an explanation)		
<b>Section 8</b>	<b>Additional questions</b>				
<b>Question number</b>	<b>Question</b>	<b>Response</b>			
8.1	<b>Insurance</b>				
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the		<b>Yes</b>	<b>No</b>		



contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):			
Employer's (Compulsory) Liability Insurance = £5million			
Public Liability Insurance = £5million			
Professional Indemnity Insurance = £N/A		N/A	N/A
Product Liability Insurance = £N/A		N/A	N/A
* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.			
<b>8.2</b>	<b>Skills and Apprentices – (please refer to supplier selection guidance)</b>	<b>Yes</b>	<b>No</b>
a.	Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.  Please confirm if you will be supporting apprenticeships and skills development through this contract.	N/A	N/A
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	N/A	N/A
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	N/A	N/A
<b>8.3</b>	<b>Steel (please refer to supplier selection guidance)</b>		
a.	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management	N/A	
b.	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel.	N/A	
c.	Please provide all the relevant details of previous breaches of health and safety	N/A	

	<p>legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both:</p> <p>(i) Your company</p> <p>(ii) All your supply chain members involved in the production or supply of steel.</p>	N/A
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Additional questions that may be asked but which are reportable to CCS through the Mystery Shopper scheme:

<b>8.4</b>	<b>Compliance with Equality legislation</b>		
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. (Please indicate your answer by marking 'X' in the relevant box):		<b>Yes</b>	<b>No</b>
In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?			
<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>			
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?			
<b>8.5</b>	<b>Environmental management</b>		
(Please indicate your answer by marking 'X' in the relevant box):		<b>Yes</b>	<b>No</b>
Has your organisation been convicted of breaching environmental legislation, or had any notice served			

<p>upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>		
<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>		
<p><b>8.6</b></p>	<p><b>Health and safety</b></p>	
<p>(Please indicate your answer by marking ‘X’ in the relevant box):</p>	<p><b>Yes</b></p>	<p><b>No</b></p>
<p>Please self-certify whether your organisation holds valid Safety Schemes In Procurement (SSIP) or equivalent certification.</p>		
<p><b>Arrangements.</b> Can you demonstrate how the company discharge duties under CDM 2015. There should be a clear indication of how these arrangements are communicated to the workforce.</p>		
<p><b>Competent advice.</b> Does your company have ready access to competent health &amp; safety advice?</p>		
<p><b>Training and information.</b> Explain the training arrangements the company implements to ensure employees have the skills and understanding to discharge their duties as Contractors. Employees are expected to have the appropriate qualifications and experience for the assigned tasks.</p>		
<p><b>Sub-contracting procedures.</b> Can you demonstrate how you ensure that sub-contractors are competent, and your arrangements for monitoring sub-contractor performance.</p>		
<p><b>Workforce involvement.</b> Explain how you consult Health &amp; Safety matters with your workforce.</p>		
<p><b>Risk assessment leading to a safe method of work.</b> List the procedures in place for carrying out risk assessments and for developing and implementing safe systems of work / method statements.</p>		
<p><b>Co-operating with others and co-ordinating your work with that of other contractors.</b> Illustrate how co-operation and co-ordination of your work is achieved in practice, and how you involve the workforce in drawing up method statements / safe systems of work.</p>		

<b>Welfare provision.</b> You should be able to demonstrate how you will ensure that appropriate welfare facilities will be in place before people start work on site.		
<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>		
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		

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## 4 Award

### 4.1 Award Criteria

The following criteria and weightings will be applied in the evaluation of the questions asked of Applicants within this section 4 Award.

Evaluation Criteria Breakdown		Means of Evaluation	
		Sub Criteria	Main Criteria
Criteria: Quality			20%
Sub-Criteria	%		N/A
Sub-Criteria	%		N/A
Criteria: Price			80%
Sub-Criteria	%		N/A
Sub-Criteria	%		N/A

### 4.2 Scoring Guidelines

The questions asked of Applicants within this section 4 Award shall be scored using the marking system described within this section. Applicants should refer to the Authority's minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant's proposal. It should be noted that to achieve the highest scores available the Applicant must not only meet but exceed the Authority's minimum requirements, where these are stated.

All scored question shall be evaluated in accordance with the guidelines below:

<b>Score 0</b>	No response	No response	
<b>Score 1</b>	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	<b>Weak</b>
<b>Score 2</b>	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	

<b>Score 3</b>	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
<b>Score 4</b>	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	<b>Fair - Good</b>
<b>Score 5</b>	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	
<b>Score 6</b>	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
<b>Score 7</b>	Good	Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
<b>Score 8</b>	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	<b>Strong - Excellent</b>
<b>Score 9</b>	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
<b>Score 10</b>	Outstanding/ Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

Price shall be evaluated using the following scoring methodology:

<b>Scoring System</b>
<p>Lowest price tendered from all Bids receives maximum % score (80%). Other Applicants' prices are scored in accordance with the following equation:</p> $\% \text{ Score} = \frac{\text{Lowest Bid price}}{\text{Applicant's Bid price}} \times 80\%$

### 4.3 Award Questions

Question Number	Question
Weighting Criteria (20%)	
A	What relevant skills and experience do you have in order to deliver the Works? (Weighting criteria 5%)
<b>Authority's minimum requirements:</b> Demonstrate competence and regulatory compliance.	
Response (Max 1500 words):	
B	Provide details on how you will provide competitive advantage and any added value with reference to work examples. (Weighting criteria 5%)
<b>Authority's minimum requirements:</b> Awareness of the Council's front line service delivery.	
Response (Max 1500 words):	

C	Provide details of at least three recent projects including description, value, key health and safety considerations and contacts for those who may be approached to act as a referee. (Weighting criteria 5%)
<b>Authority's minimum requirements:</b> Projects to be relevant to Works.	
<b>Response (Max 1500 words):</b>	
D	Give details for any experience gained from a current or previous project equivalent to the Works that can support your ability to manage specific risks associated with the Works including details. (Weighting criteria 5%)
<b>Authority's minimum requirements:</b> Demonstrate proactive management processes and awareness.	
<b>Response (Max 1500 words):</b>	



## 5 Pricing Schedule

Applicants are required to complete and price Section Two Specification and the documents in Appendix A including the pricing framework.

All prices shall be stated in pounds sterling and exclusive of VAT.

If there is no charge for an item, please state none or included.

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## 6 Price Review Framework

### 6.1 Price Validity Period

All prices submitted must remain fixed from date of Contract Start Date for the Contract Period including any optional period to extend.

No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Authority in writing.

### 6.2 Pricing Schedule Declaration

I/We offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of:  <i>(State official position, i.e. Director, Manager, etc.)</i>	
Organisation name and postal address:	
Telephone No:	Fax No:
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

# 7 Certificates

## 7.1 Conditions of Tender

### TEIGNBRIDGE DISTRICT COUNCIL

#### CONDITIONS OF TENDER

**Reference number and Title of Contract:** Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant's Offer

1. By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.  
  
☐ I/We fully accept the terms and conditions of contract for the provision of services
2. Having examined the tender documents for the provision of the above services, we offer to provide the said services in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 5 of this Bid.
3. The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
4. I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such specifications (if any), as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.

Signed\*: \_\_\_\_\_ Date: \_\_\_\_\_

Name (in block capitals): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

(State official position, i.e. Director, Manager, etc.)

\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).

## 7.2 Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING	
The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.	
Box A – Consortium	
I/We the undersigned do hereby certify that:-	
<ul style="list-style-type: none"> <li>(a) the consortium's tender is bona fide and intended to be competitive;</li> <li>(b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;</li> <li>(c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;</li> <li>(d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.</li> <li>(e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.</li> <li>(f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.</li> </ul>	
Box B – Single Body and/or Individual	
I/We the undersigned do hereby certify that:-	
<ul style="list-style-type: none"> <li>(a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;</li> <li>(b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;</li> <li>(c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;</li> <li>(d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.</li> <li>(e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.</li> <li>(f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.</li> </ul>	
Signed*:	Date:
Name (in block capitals):	
In the capacity of: (State official position, i.e. Director, Manager, etc.)	
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

### 7.3 Certificate of Confidentiality

CERTIFICATE OF CONFIDENTIALITY	
I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.	
It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.	
Signed*:	Date:
Name ( <i>in block capitals</i> ):	
In the capacity of: ( <i>State official position, i.e. Director, Manager, etc.</i> )	
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

### 7.4 Commercially Sensitive Information

The Authority may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid.

I declare that I wish the following information to be designated as Commercially Sensitive.

--

The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

--

### 7.5 Conflict of Interest

CERTIFICATE OF CONFLICT OF INTEREST	
I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):	
I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.	
Signed*:	Date:
Name ( <i>in block capitals</i> ):	
In the capacity of: ( <i>State official position, i.e. Director, Manager, etc.</i> )	

*\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

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