

Form of Tender

**Provision of Coroner’s service**

**(Removal of bodies)**

# FORM OF TENDER

TO BE COMPLETED BY THE TENDERER

**To**: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**,** Judd Street, London WC1H 9JE ( “ the Council”)

**Date**: *[Tenderer to insert date]*

**PROVISION OF**: Coroner’s service (Removal of bodies)

**REFERENCE NUMBER**: *[Tenderer to insert OJEU Contract Notice reference from front sheet of ITT]*

**From**: *[Tenderer to insert name of organisation submitting Tender]*

**Of**: *[Tenderer to insert registered address]*

Having examined the Invitation to Tender and all other tender documentation, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Contract. I/We hereby offer to provide *[insert details of supply/services/goods and services as per front sheet of ITT]* as set out in the Specification and requirements sections at [the following Contract price /the prices shown in the Pricing Documents]

**Contract Price:**

*[Paragraph to be inserted if amendments to the ITT or Information Releases have been issued]* - and have taken account of subsequent amendments numbered *[insert number of first amendment]* to *[insert number of last amendment]* inclusive *[and/or]* Information Release *[insert number of first Information Release]* to *[insert number of last Information Release]*.

As set out in the Instructions to Tenderers, the first stage of the evaluation process for this Tender will be a compliance check against all mandated requirements for the Service. Failure to satisfy the Council that the Tenderer will be able to comply with the following mandated requirements during the life of the Contract will result in the rejection of the Tender. The Council reserves the right to request further information from Tenderers to ascertain compliance with these requirements as part of the evaluation process.

|  |  |
| --- | --- |
| **Mandatory Requirement** | **Confirm agreement (Yes/No)** |
| Appendix 1: Anti-Fraud and Corruption |  |
| Appendix 2 : Confirmation of SQ Submission |  |
| Appendix 3: Living Wage Confirmation of Payment |  |
| Appendix 4: Workforce Standards |  |
| Appendix 5: Work Related Road Risk: Safety Requirements and Enforcement Procedure |  |

In compliance with the requirements set out in your Invitation to Tender we confirm that we have completed and enclosed the following documents:

|  |  |
| --- | --- |
| **Document** | **Confirm submission (Yes/No)** |
| Response to Selection Criteria (embedded questions within ProContract) |  |
| Response to Award Criteria/Method Statement |  |
| Pricing Document |  |
| Form of Tender (*this document*) |  |

We understand that the Council is under no obligation to accept our Tender for the Service and may accept or may reject my/our Tender.

We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall cause the Tender to be rejected.

We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 90 days from this date.

We confirm that we agree with the Council to comply with the provisions relating to confidentiality set out in the Invitation to Tender.

If this Tender is accepted we will execute the form of the Contract within 30 days of being called upon to do so with each party bearing its own expenses in relation to the execution thereof

If our Tender(s) is/are accepted we will, if and when required by the Council, procure that our ultimate holding company will execute and deliver to the Council a Deed of Guarantee in the form annexed to the Guarantee Undertaking herewith.

Unless and until a formal Contract is prepared and executed this Tender, together with your written acceptance thereof shall constitute a binding contract between us upon the terms set out in the contractual documents.

We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person, firm or company.

We understand you are not bound to accept the lowest or any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

We certify that this is a bona fide Tender and that we are authorised to submit the same by the company/firm.

We confirm that we have complied with all the requirements set out in the Invitation to Tender document.

We confirm that we am authorised to complete this Form of Tender.

|  |  |  |
| --- | --- | --- |
| **Signed for and on behalf of the above named Tenderer:** | | |
| Signature 1 |  | |
| Name in full |  | |
| Position in Company |  | |
| Signature 2 |  | |
| Name in full |  | |
| Position in Company |  | |
| Date |  | |
| Company/Firm **full**  name and address |  | |
| Company registration number (if incorporated) |  | |
| Registered office (if incorporated) |  | |
| Contact Details | Land Line |  |
| Mobile |  |
| e-mail |  |

# APPENDIX 1: ANTI FRAUD AND CORRUPTION

1. **Certificate of Bona Fide Tendering**

The essence of the public procurement process is that the Council shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

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

Communicate to a party other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

the word “person” includes any person, body or association, corporate or incorporate

the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

1. **Non- Canvassing Certificate**

We hereby confirm that we have not canvassed any member, officer, employee, or agent of the Council or Other Contracting Body in connection with the award of the Contract for the requirements specified in this ITT and that no person employed by me/us or acting on my/our behalf has done any such act.

We further hereby undertake that we will not prior to the conclusion of the tender process canvass or solicit any member, employee, agent or provider of the Council or Other Contracting Body in connection with the award of the Contract for requirements specified in this ITT or any proposed Call Off Contract for the provision of the requirements specified in this ITT and that no person employed by me/us or acting on my/our behalf will do any such act.

# APPENDIX 2: CONFIRMATION OF STANDARD SELECTION QUESTIONNAIRE SUBMISSION

TENDER FOR SUPPLY OF PROVISION OF CORONER’S SERVICE (REMOVAL OF BODIES)

We hereby certify that all statements made in our SQ submission remains true and accurate in all material aspects save as specified below: -

|  |
| --- |
|  |

# APPENDIX 3: Living Wage Confirmation of Payment

The Council is an accredited living wage employer and is committed to ensuring, where permitted by law, that all its suppliers and their sub-contractors pay a living wage to their employees working on Camden contracts a living wage as defined by the Living Wage Foundation

The successful Tenderer and its sub-contractors are required to pay the London or UK Living Wage to the extent permitted by law. This definition extends to anyone “providing a service to or on behalf of the Council for 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks”; and extends to agency staff and casual workers.

London or UK Living Wage should be paid to those employees who meet the above criteria for the hours that they perform this service.

If the London/UK Living Wage is not applicable to employees that are already paid at or above the London/UK Living Wage the Bidder is expected to submit details in their Tender.

On the anniversary of the Contract and for each year of the Contract the you are required to complete and submit electronically the London Living Wage Confirmation of Payment Annual Declaration (below).

The Living Wage is an hourly wage rate, set independently and updated annually. In London, the rate is calculated independently by the Living Wage Unit within the Greater London Authority (GLA).

An independent study of the business benefits of implementing a Living Wage policy in London found that more than 80% of employers believe that the Living Wage had enhanced the quality of the work of their staff, while absenteeism had fallen by approximately 25%. Two thirds of employers reported a significant impact on recruitment and retention within their organisation. 70% of employers felt that the Living Wage had increased consumer awareness of their organisation’s commitment to be an ethical employer. More information on the benefits of implementing the London/National Living Wage in your organisation can be found at the following website <https://www.livingwage.org.uk/>

# London Living Wage Confirmation of Payment Annual Declaration

TO BE COMPLETED BY THE CONTRACTOR EACH CONTRACT YEAR ON THE ANNIVERSARY OF THE COMMENCEMENT DATE

|  |  |
| --- | --- |
| **Contractor name** |  |
| **Contract name** |  |
| **Reference No.** |  |
| **Report date** |  |

In compliance with the Living Wage requirements set out in the contract, I hereby confirm that all staff, *[insert number of people paid under this contract],* working on this contract either directly employed by my company or by my sub-contractors, have been paid the current living wage rate\* in conformance with the requirements set out in the contract.

I confirm that I am authorised to complete this certificate of compliance.

|  |  |
| --- | --- |
| Signed for and on behalf of the above named Contractor: | |
| Signature |  |
| Position |  |
| Date |  |

Note: \* The latest London Living Wage and the National Living Wage can be found on the Living Wage Foundation website. Link attached

<http://www.livingwage.org.uk/home>

**APPENDIX 4: WORKFORCE STANDARDS**

|  |
| --- |
| **Workforce standards** |
| *Managing employees*   * Suppliers will have clear policies, processes and/or practices in place for dealing with employees in relation to performance, attendance, conduct and employee concerns; * Staff will be made aware of these processes and/or practices; * Suppliers will make staff aware at the earliest opportunity where their performance (including absence and conduct) fall below the standards required and provide the necessary support to bring about improvement. * Suppliers will induct staff into working on the contract so that they are aware both of the significance and importance of their individual contributions and also of their duties and obligations. |
| *Training and skills*   * Staff will be provided with the appropriate training, development and / or qualifications relevant to their role, including customer relations and health and safety training; * Staff will be supported to develop their skills and gain experience in line with any future roles that may be expected of them. * Suppliers will ensure that its managers are appropriately trained and developed to perform their role. |
| *Health and Safety*   * The supplier will have adequate policies and procedures in place to ensure the health and safety of its workforce and customers in keeping with all legal requirements. |
| *Equality and diversity*   * Suppliers’ policies and procedures will be consistent with the responsibilities employers have under the Equality Act 2010. |
| *Employee relations*   * Suppliers will have regard to good industrial relations practice on dispute resolution, including treating employees fairly and ensuring compliance with legislation on trade union membership; * Suppliers will ensure that where there is a dispute, employees are aware of and have access to clear processes for dispute resolution; * Suppliers are encouraged to recognise trade unions; trade unions are an important way of involving employees and ensuring good employee relations. Suppliers will respond promptly and positively to requests for recognition from the trade union(s) or employee groups, in line with the statutory procedure; * Where an employee has a right to be represented by a trade union, the supplier will work with the employee and the recognised trade union. |
| *Flexible Working*   * Suppliers have a clear process for considering requests for flexible working; * Staff will be made aware of this process; * Suppliers will respond to requests for flexible working in a fair and timely manner; * Suppliers will ensure that contracts that don’t guarantee or specify hours are only used where it is not reasonably practicable to offer contracts with fixed hours; * Suppliers will ensure that where these contracts are in place, staff are not prevented from carrying out work with other organisations. |

# APPENDIX 5: WORK RELATED ROAD RISK: SAFETY REQUIREMENTS AND ENFORCEMENT PROCEDURE FOR NON-CONSTRUCTION CONTRACTS

**Work Related Road Risk (WRRR) safety requirements**

The Council is seeking to reduce Vulnerable Road User casualties. The approach adopted by the Council is aligned to that of TfL. The WRRR requirements outlined below are aligned to Fleet Operator Recognition Scheme (FORS) Silver accreditation standard.

More details on managing work related road risk can be found on TfL’s website:

<https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/work-related-road-risk-compliance?intcmp=37953>

Please note any costs associated with compliance are to be met by the Contractor.

Note: The following clauses are to be included in all contracts where it is known that deliveries or vehicle movements will form part of the scope of work e.g. any Delivery and Servicing Vehicles including Public Service Vehicles as defined below. The definitions of terms are given in section 8.

**1. Fleet Operator Recognition Scheme (FORS) Accreditation**

Where the Contractor operates Delivery and Servicing Vehicles and/or Public Service Vehicles, it shall within 90 days of the Contract Date:

1. (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “Alternative Scheme”); and (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme.
2. The Contractor shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.
3. Alternatively, where the Contractor has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

**2. Safety Equipment on Vehicles**

The Contractor shall ensure that any Large Vehicle, which it uses to provide the Services, shall:

1. Have side guards fitted, unless the Contractor can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if side guards are fitted;
2. Have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
3. Have equipment fitted with an audible means of warning other road users of the vehicle’s left manoeuvre.
4. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside and of getting too close to the vehicle.

**3. Driver Licence Checks**

The Contractor shall ensure:

1. It has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
2. That each of its drivers has a driving licence check with the DVLA or equivalent before that driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor’s risk scale, provided that the Contractor’s risk scale has been approved in writing by the Authority within the last 12 months:

i. 0 – 3 points on the driving licence – annual checks;

ii. 4 – 8 points on the driving licence – six monthly checks;

iii. 9 – 11 points on the driving licence – quarterly checks; or

iv. 12 or more points on the driving licence – monthly checks.

**4. Driver Training**

The Contractor shall ensure that each of its drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

**5. Collision Reporting**

The Contractor shall:

1. Ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports. For example, the CLOCS Manager [www.clocs-manager.org.uk](http://www.clocs-manager.org.uk).
2. notify the authority of any collisions involving injuries to persons or fatalities within five working days of an incident occurring and provide to the Authority an updated Collision Report within five working days on written request.

**6. Subcontracts**

If the Authority considers it appropriate to do so, they will specify that these terms shall also apply to the Contractor’s subcontractors or any of them and in this event the Contractor shall ensure that any specified subcontracts awarded by them include terms requiring subcontractors to comply with these obligations. The Contractor shall provide documentary evidence of the inclusion of such terms in their subcontracts if requested to do so by the Authority.

**7. Failure to Comply with WRRR requirements**

Contractors will [self-certify their compliance](http://teams.lbcamden.net/teams/procurement/Forms%20and%20Templates/camden.gov.uk/WRRR) at the start of the Contract, within 30 days of the Commencement Date and provide quarterly updates on their compliance, as well as notifying the Authority if their compliance changes at any stage.

Spot checks will be undertaken at random times at the Authority’s properties and also at Contractor’s vehicle operators’ sites or depots.

A copy of the Enforcement Procedure is attached below. Contractors should note that the Authority has the option to terminate this contract in the event of non-compliance with paragraphs 1 to 6 above. The Authority reserves the right to amend this Enforcement Procedure in the future. A copy of any amended Enforcement Procedure will be issued to you.

If the Contractor fails to comply with paragraphs 1-6 above:

1. The Contractor shall be in material breach of this Contract and subject to the Enforcement Procedure attached below; and
2. The Authority may refuse the Contractor, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

**8. Definitions**

*Bronze Accreditation* means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.forsonline.org.uk](http://www.forsonline.org.uk).

*Car-derived Van* means a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment.

*CLOCS Manager* means the best practice, work related road risk safety reporting system that enables fleet operators to capture, investigate and analyse incidents, collisions and near-misses, as detailed at [www.clocs-manager.org.uk](http://www.clocs-manager.org.uk).

*Collision reporting* means a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities and within 5 working days of a collision occurring.

*Delivery and Servicing Vehicle* means a Large Vehicle, a Van, Car-derived Van or Public Service Vehicle (as defined below). This excludes cars, motorcyclists and grey fleet vehicles (vehicles used for business travel but hired or owned by the individual rather than the Contractor).

*Driver* means any employee of the Contractor (including an agency driver), who operates a Delivery and Servicing Vehicle on behalf of the Contractor while delivering the Services.

*DVLA* means the Driver and Vehicle Licensing Agency.

*eLearning* means an online driver training course offered via FORS which can be found at:

<http://www.fors-online.org.uk/index.php?page=AE_INTRO&return=PTE_INTRO>

*FORS* means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and large vehicle fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws as well as their environmental, social and economic performance.

*FORS Standard* means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: [www.fors-online.org.uk](http://www.fors-online.org.uk).

*Gold Accreditation* means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk).

*Large Vehicle* means a vehicle with a MAM exceeding 3,500 kilograms. This includes Public Service Vehicles, when meeting this weight threshold.

*MAM* means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely when used on the road. This is also known as the gross vehicle weight (GVW).

*Public Service Vehicle*(PSV) means a motor vehicle that is adapted to carry nine or more passengers and is used to carry passengers for hire or reward. PSVs which carry eight or fewer passengers are currently out of scope.

*Side guards* means guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986.

*Silver Accreditation* means the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk).

*Van* means a vehicle with a MAM not exceeding 3,500 kilograms.

*Vulnerable Road Users* means a pedestrian, cyclist, motorcyclist or person of reduced mobility.

# ENFORCEMENT PROCEDURE FOR NON-CONSTRUCTION CONTRACTS

**Method**

In conjunction with self-certification and spot check monitoring that Contractors are compliant with the Work Related Road Risk (WRRR) terms, an enforcement programme is needed to mitigate and respond to any identified non-compliance. Enforcement of WRRR terms is intended to be:

* **An appropriate deterrent** – to increase compliance rates
* **Proportionate** – relative to the extent of non-compliance (e.g. scale and frequency of non-compliance) and also the extent of risk (e.g. risk posed to Vulnerable Road Users)
* **Consistent** **and** **efficient** – in being issued and done so immediately upon having been identified, so that non-compliance can be rectified as soon as possible

The table below demonstrates the three stages of the enforcement escalation procedure. It should be noted that these do not have to be followed in order, neither does enforcement at one stage automatically lead to the next; this document is for information and does not prejudice the Authority’s ability to issue a higher level of enforcement, if deemed appropriate.

**Table 1: Enforcement Escalation Levels**

|  |  |
| --- | --- |
| **LEVEL OF ENFORCEMENT ESCALATION** | **WHAT WILL BE DONE?** |
| STAGE1 – Breach of Contract Letter 1 | A notification letter sent to the Contractor’s Contract Manager (and maybe CEO/ Senior person), outlining the detail of the non-compliance and the need to demonstrate compliance urgently, within a specified timeframe, to remedy breach of contract. Support to rectify the issue may also be sign-posted |
| STAGE 2 – Breach of Contract Letter 2 and meeting with Contractor to resolve | If the issue is not rectified within the specified timeframe, or a different area of non-compliance is identified, then a second notification letter will be sent and/or a meeting arranged with the Contractor to resolve the issue. Support may also be sign-posted |
| STAGE 3 – Non- compliance, breach, termination of Contract | If stage 1 and 2 do not bring about an improvement, then the option of termination of the contract remains as an option to the Council to pursue based on the specific circumstances |

Table 2 outlines the enforcement procedure and level of enforcement (stage 1, 2, 3) resulting from specific non-compliant actions. It should be noted that these are indicative actions and timescales and the Authority reserves the right to assess any identified non-compliance on a case by case basis. Please note any information held by the Council is potentially accessible under Freedom of Information (FOI) requests.

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 2: Enforcement Escalation Level per Nature of Non-Compliance**  **Work Related Road Risk Term** | **Examples of Nature of Non-Compliance** | **Risk Impact Rating(1 =L, 3=H)** | **Enforcement Escalation Level** |
| **Fleet Operator Recognition Scheme (FORS) (or equivalent) accreditation within 90 days** | Not achieved within 90 days of contract start date | 1 (higher after ~120 days) | Stage 1  Stage 2 (after ~120 days); Stage 3 (after ~150 days) |
| Accreditation removed at annual audit or due to illegal action | 3 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| **Approved Driver Training** | No training completed or a non-approved course taken | 2 | Stage 2 or Stage 3 if in conjunction with other non-compliance issues |
| Training is not completed to the recommended frequency | 1 | Stage 1  or Stage 2 if in conjunction with other non-compliance issues |
| **Driver Licence check with DVLA in advance of Contract start date and at specified duration** | Not conducted at start of contract | 1 | Stage 1 |
| Regular (monthly) checks not undertaken for drivers with 9-12 points | 3 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| **Installation of Side-guards (where applicable)** | Side-guard not installed, loose or protruding | 3 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| **Blind Spot Minimisation**  **(where applicable)** | No evidence provided to demonstrate blind spots eliminated and minimised as far as practical and possible, or evidence unsatisfactory – further steps could have been taken | 3 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| Blind spot minimisation technology is faulty, not functional or missing | 3 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| **Installation of left hand manoeuvre warnings(where applicable)** | Warnings not installed or not functional | 3 | Stage 2 or Stage 3 if in conjunction with other non-compliance issues |
| **Installation of Cyclist Warning Stickers (where applicable)** | No stickers, stickers are incorrect or dirty or loose | 1 | Stage 1 |
| **Monitoring, Reporting and Analysis of Collisions** | Collision causing injury or fatality not reported within 5 days | 2 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| Collisions not being captured, investigated and analysed | 3 | Stage 2  or Stage 3 if in conjunction with other non-compliance issues |
| **Subcontractors Compliance** | Subcontractors compliance monitoring and enforcement not developed or implemented | 2  3 | Stage 2 if one-off instance not monitored /enforced  or Stage 3 if full monitoring and enforcement procedure not developed or implemented (or in conjunction with other issues) |