



## Volume Two (2)

Applicant's Offer

Invitation to Tender

ADVERT ONLY.

Reference Number: 1950

**Contract for: Play Space Inspections Term  
Contract 2020 at Various Locations  
Managed by Teignbridge District  
Council.**

Closing date for return of submission:  
12:00hrs (noon) on **21 February 2020**

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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# 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	SQ or ITT	14 January 2020
Procurement documents issued to Applicants	ITT	14 January 2020
Clarification questions to be submitted by	ITT	12 February 2020
Clarification responses to be issued by	ITT	14 February 2020
Bid Deadline	ITT	12 noon on 21 February 2020
Evaluation	ITT	26 February 2020
Presentation/Demonstration/Site Visit (if required)	ITT	TBC
Notification of Contract award	ITT	28 February 2020
Contract start	ITT	1 April 2020

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:
Daron Hand, Group Building Surveyor, Teignbridge District Council. 01626 215461 /	Rosanna Wilson, Corporate Procurement Officer, Teignbridge District Council. 01626 215120 /

## 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 to a period of **FIVE** 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 Product Liability Insurance

The Authority's minimum requirement for Product Liability Insurance is not applicable.

### 1.5.3 Professional Indemnity Insurance

The Authority's minimum requirement for Professional Indemnity Insurance is **£1,000,000**.

### 1.5.4 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.

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## 2 Specification

### CONTRACT DOCUMENTATION

#### CONTENTS

Part A:	Contract Conditions and Preliminaries
	Tendering Instructions
Part B:	Inspection Preambles

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PART A

**CONTRACT CONDITIONS  
AND PRELIMINARIES**

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Part A

## CONTRACT CONDITIONS AND PRELIMINARIES

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## 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 as set out in the Tender Documentation.
- 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.

## DEFINITIONS

- 1.4 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;

“Contractor” means the successful Tenderer appointed by the Council to carry out the Works / Services and shall include the Contractor’s legal personal representatives, successors and permitted assigns;

“Contract Start Date” means to be **1 April 2020**;

“Contract Termination Date” means **31 March 2025**;

“Contract Period” means **FIVE** years from the Contract Start Date if the Council’s option to extend is not employed;

“Council” means Teignbridge District Council or its successor;

“Equipment” mean all its manmade and natural features, safety surfaces and other wearing courses including footpaths, furniture, boundary elements such as fences and gates, landscaping and play equipment and any other aspect relating to the Locations in Appendix A;

“Locations” means the Council owned play spaces set out and more particularly described in Appendix A;

“Tender Documentation” means the Invitation to Tender, Volume One Instructions and Information and Volume Two Applicants Offer including associated documents;

“Tenderer” means a person or company who submits a tender to the Council for the Works;

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

“Works” means the: access, inspection, recording and reporting on the Equipment at the Locations to be undertaken by the Contractor in accordance with the Contract and the Appendices and subject to the provisions elsewhere in the Tender Documentation.

- 1.5 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.

## **REPRESENTATIVES**

- 1.6 The parties shall act through designated representatives.
- 1.7 The Project Manager is Daron Hand, Group Building Surveyor, who can be contacted on 01626 215461 or [daron.hand@teignbridge.gov.uk](mailto:daron.hand@teignbridge.gov.uk)
- 1.8 The Contractor shall nominate a representative and advise the Council of the name and contact details in its tender submission.
- 1.9 The Contractor’s nominated person will also be required to attend meetings when necessary as arranged by the Project Manager.

## **WORKS AND LOCATIONS**

- 1.10 The Council requires a suitable Contractor to carry out routine monthly and annual inspections of its play spaces including: play grounds, skate parks, wet play facilities and adventure / trail facilities as per Appendix A: Location List with Pricing Framework. All inspections are to be carried out by competent and qualified inspectors.
- 1.11 The Works will include:
- 1.11.1. periodic inspection including reporting of condition and routine disrepair of the equipment at the Locations in Appendix A;
  - 1.11.2. preparing the programme of planned inspection with regular monthly updates and the preparation and delivery of subsequent report/s to the Project Manager;
  - 1.11.3. immediate reporting of defects or disrepair discovered during an inspection to the Project Manager; considered to present a hazard

requiring either emergency (straight away or within 24 hours) or urgent (within 7 calendar days) action.

- 1.12 The Works shall be undertaken at the Locations in Appendix A.

### COMMENCEMENT AND TERM

- 1.13 The Contract shall commence on the Contract Start Date and end on the Contract Termination Date.
- 1.14 The Contract Period shall be for **FIVE** calendar years subject to ongoing satisfactory performance by the Contractor.

### PAYMENT

- 1.15 Payments to the Contractor will be in **ARREAR** and on completion of the Works subject to the satisfaction of the Project Manager.

Monthly invoice value will be based on a pro rata rate derived from the annual price against each Location for the particular year in the Contract Period.

- 1.16 The Price provided by the Contractor in relation to the Contract will remain **FIXED** for the full term of the Contract Period including any extensions and will not be subject to change or fluctuation.

### PROGRAMME OF INSPECTIONS

- 1.17 A programme of inspections is to be provided by the Contractor within **TWO** weeks of the Contract Start Date to the Project Manager for approval.
- 1.18 Inspection visits are to be implemented by the Contractor and be completed in accordance with the approved programme of inspection.

### INSPECTIONS AND REPORTS

- 1.19 Within 14 days of the inspection visit in the approved programme of inspections for each location, the Contractor is to prepare and provide to the Project Manager a report detailing the: condition, repairs and recommended improvement as per the Section C: Inspection Preambles.
- 1.20 From the first inspection visit the Contractor is to present a recommended five year planned maintenance programme with estimate costs to the Project Manager for each location. Format to be approved in advance by the Project Manager. The planned maintenance programme is to be reviewed annually by the Contractor, updated and revised with the new version submitted to the Project Manager. The planned maintenance programme

and its updates will be presented to the Project Manager within 30 days of the first visit and any subsequent anniversary date for each location.

- 1.21 Emergency or urgent repair requirements are to be communicated to the Project Manager straight away for direction or action by the Council.
- 1.22 The report is to include name and signature of the inspector, date of the inspection, location, any environmental impact, a list of the equipment and features, their condition, any disrepair or defects found, recommended preventative maintenance action or observations improvements or enhancements in accordance with Part B: Inspection Preambles.
- 1.23 The pricing for the Works shall include all aspects of the Works, its delivery and terms and conditions imposed by the Contract or impacting legislation or regulatory requirements.
- 1.24 All inspection and defect reports and the planned maintenance programme shall be given to the Project Manager in an electronic format suitable for paperless storage and circulation.

#### **IMPLEMENTATION OF INSPECTION PROGRAMME**

- 1.25 Following receipt of the Project Manager's written approval the Contractor shall commence the Works in accordance with the agreed and approved programme of works.
- 1.26 The Contractor shall provide a copy of their inspections, planned maintenance programme and defect reports to the Project Manager in an electronic format to be agreed with PM together with their invoice.
- 1.27 All inspections etc. shall be counter signed by a responsible person nominated by the Project Manager and notified to the Contractor at each of the Locations (where possible) to confirm attendance and completion of the Works at that Location.
- 1.28 The Council's Location site reference in Appendix A and official order number is to be used by the Contractor on all invoices and correspondence to denote the location for all Works.
- 1.29 The Contractor shall identify and employ a unique reference number to denote all equipment or other feature in the play space so it can be clearly identified.
- 1.30 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 Project Manager and in turn the building management or occupier.

## CONTRACTOR'S OBLIGATIONS

### Performance

- 1.31 The Contractor will undertake the Works in accordance with the terms and conditions of the Tender Documentation.
- 1.32 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 British Standards or other relevant and impacting legislation or regulatory control to the satisfaction of the Contractor.
- 1.33 The Contractor shall at all times during the Contract Period provide and maintain sufficient equipment, transportation, materials and consumables as are required to deliver these Works.
- 1.34 The Contractor shall carry out inspections and provide reports in accordance with the approved programme of inspection meeting the associated timeframes for the presentation of reports, repair notifications and the planned maintenance programme to the Project Manager.

### Compliance

- 1.35 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.
- 1.36 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, Working at Height Regulations 2005 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.
- 1.37 The Contractor shall present to the Project Manager a full Company Health and Safety Policy, Plan of Works including Risk Assessments to the Council prior to the Contract Start Date of the Works.
- 1.38 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 Project Manager reserves the right to request the Contractor to

remove and replace a member of the Contractor's staff from a Location if the Project Manager has a reasonable concern regarding the conduct of the member of staff and carry out a Disclosure and Barring Service Check (DBS previously CRB check). The Contractor is to comply with the Council's Safeguarding Children Policy available upon request from the Project Manager.

- 1.39 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 Project Manager, and shall require its employees to wear and keep visible such identification at all times whilst on Council premises.
- 1.40 In carrying out the Works the Contractor will make them self-aware of the Council's Contractor Code of Conduct and comply with its requirements. A copy of the Contractor Code of Conduct is available from the Property Manager. Where the requirement of the Contractor Code of Conduct appears contrary to the Contract then the terms and conditions of the Contract shall prevail.

### **Insurance**

- 1.41 The Contractor shall effect and maintain that it has the following types and amounts of insurance cover with a reputable insurance provider:
- 1.41.1. Public Liability (Third Party) insurance with a minimum limit of indemnity of £5,000,000 (Five million pounds);
  - 1.41.2. 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;
  - 1.41.3. Professional Indemnity Insurance with a minimum requirement of indemnity of £1,000,000 (One million pounds).
- 1.42 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.
- 1.43 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**

- 1.44 The Contractor shall not assign this Contract.



- 1.45 The Contractor shall not sub-contract any part of the Works without the prior written consent of the Project Manager 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.
- 1.46 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**

- 1.47 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**

- 1.48 No advertisement of any description will be allowed in the performance of the Works without the prior written consent of the Project Manager such consent shall not be unreasonably withheld or delayed.

### **Meetings and Complaints**

- 1.49 The Contractor's representative shall be required to attend meetings to discuss performance of the Contract with the Project Manager as reasonably required by the Project Manager to discuss particular elements of the Works.
- 1.50 If any person or organisation makes a complaint concerning the Works to the Contractor then the Contractor shall immediately report the incident to the Project Manager and provide a written report of the complaint the same or next working day. Where the Project Manager 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 Project Manager.
- 1.51 The Contractor's proposed corrective action in response to a complaint or in terms of performance shall be approved by the Project Manager prior to implementation.

### **Unsatisfactory Works**

- 1.52 Where the Project Manager or an appointed third party inspects any element of the Works and reasonably considers that the work undertaken by the Contractor is unsatisfactory he shall advise the Contractor of the issue 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 Project Manager.

- 1.53 Any requirement to re-perform a task shall be completed within 72 hours of receiving notification from the Project Manager. Where defective work is not undertaken within 72 hours (or longer as may be agreed in writing between the parties) without a reasonable explanation the Project Manager reserves the right to employ another Contractor to make good and charge the full cost plus 15% administration charge incurred to the Contractor.

### **Barriers**

- 1.54 The Contractor will employ adequate and sufficient warning notice and protective barriers to facilitate the Works in order to satisfy relevant health and safety requirements.

### **Access**

- 1.55 It shall be the responsibility of the Contractor to arrange access to each Location with the building operator / management where applicable and the Project Manager will help facilitate access if difficulty is encountered. It will be the responsibility of the Contractor to confirm all contact particulars for access with the Project Manager prior to the programme of inspections. The Council shall not pay any charges levied by the Contractor regarding abortive visits to the Locations.
- 1.56 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.
- 1.57 Vehicular space/s for parking at each location is restricted or unavailable. Pay and display car park charges are in place adjacent many of the Locations where alternative arrangements are unavailable. The Contractor is to make his own parking arrangements or pay parking charges where space is not available and include for this cost in the tender price.
- 1.58 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.
- 1.59 Where the Location has a log in and out procedure. The Contractor is to adopt these procedures to ensure security and fire management is maintained.

### **Asbestos**

- 1.60 No presumed or known asbestos containing material is to be disturbed by the Contractor without formal written approval from the Project Manager. A list of the Locations which contain asbestos will be provided to all Tenderers.

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

- 1.61 The Contractor will be required to retain all relevant documentation, reports, 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**

- 1.62 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 Project Manager immediately with the Contractor responsible for implementing repair work straight away without cost to the Council.
- 1.63 The Contractor agrees to cause a little disruption to the Council and users of the Locations as reasonably possible in carrying out the Works.

#### **TUPE**

- 1.64 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 Project Manager 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.
- 1.65 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.

## **COUNCIL'S OBLIGATIONS**

- 1.66 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 Tender Documentation.
- 1.67 The Project Manager shall answer any reasonable requests from the Contractor for further information or assistance without undue delay.
- 1.68 The Project Manager shall be available upon reasonable notice being given to meet with the Contractor to discuss any element of the Works.
- 1.69 The Project Manager may at his discretion carry out inspections of the Works or instruct a third party to undertake such inspections.

## **REVIEW AND CONTRACT CONTINUANCE**

- 1.70 The Contractor's performance of the Works under this Contract and the duration of the Contract Period are subject to review by the Council prior to each anniversary date. The Council will review performance in accordance with the following performance criteria.
- 1.71 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; compliance with the programme of inspection, maximising accuracy of inspection reports; adherence to timeframes for the completion of inspections, submission of reports and other documentation to fulfil the requirements of the Works, 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.
- 1.72 Where the Project Manager 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.
- 1.73 Where improvement does not take place the Project Manager may invoke the termination provisions set out in this document.

- 1.74 Where the Contractor fails to effect the approved programme of inspections, communicate emergency or urgent repair work or provide the planned maintenance programme, the Project Manager 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.

#### **AUTHORISATION AND PAYMENT**

- 1.75 All payments shall be in **ARREARS** from the Council to the Contractor on completion of an element of the Works.
- 1.76 Interim payments will be monthly with the Contractor presenting to the Council a valid consolidated invoice in an electronic format accompanied by all supporting evidence and reports associated with the invoice and required by the Contract.
- 1.77 The invoice shall contain the Contractor's VAT details and the Contractor shall also submit the inspection certificates and any official works orders.
- 1.78 Payment will be made to the Contractor within 30 days of authorisation of payment by the Project Manager, such authorisation not to be unreasonably withheld or delayed.
- 1.79 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.

#### **INDEMNITY**

- 1.80 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.

#### **TERMINATION**

- 1.81 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:

- 1.81.1. Failure on the part of the Council to make punctual payment of all sums due to the Contractor under the terms of this Contract;
- 1.81.2. 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;
- 1.81.3. 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).
- 1.81.4. 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;
- 1.81.5. 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;
- 1.81.6. 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;
- 1.81.7. The Contractor (being an individual) is the subject of a bankruptcy petition order;
- 1.81.8. 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;
- 1.81.9. 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);

- 1.81.10. A floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 1.81.11. 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;
- 1.81.12. 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 the clause 14.1;
- 1.81.13. 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;
- 1.81.14. 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.

## **TERMINATION CONSEQUENCES**

1.82 On termination of the Contract for any reason:

- 1.82.1. The Council will pay to the Contractor any outstanding sums due;
- 1.82.2. 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
- 1.82.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **FORCE MAJEURE**

- 1.83 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.
- 1.84 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.
- 1.85 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.

#### **NOTICES**

- 1.86 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.

#### **CONFIDENTIALITY**

- 1.87 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:
- 1.87.1. Already in the public domain;
  - 1.87.2. Trivial or obvious; or
  - 1.87.3. Required to be disclosed by law.

#### **WARRANTY**

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

#### **WAIVER**

- 1.89 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.



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

## **SEVERANCE**

- 1.91 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.
- 1.92 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.

## **ARBITRATION**

- 1.93 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.

## **APPLICABLE LAW**

- 1.94 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.

## **COMPETENCE**

- 1.95 The Contractor will be required to demonstrate competency and technical ability through evidential period of training, qualifications, experience, knowledge and accreditation with a recognised organisation such as Register of Play Inspectors International (RPII) or equivalent.

## **HOISTS, SCAFFOLDING AND BARRIERS ETC**

- 1.96 The Contractor's price shall include for all hoists, scaffolding, barriers, signage, lighting and the like to enable the property and safe execution of the Works and allow for the provision of this plant / equipment in their price.

## **BREAK CLAUSE**

- 1.97 The Council may determine the employment of the Contractor by giving at least 20 weeks period of notice in writing to the Contractor.
- 1.98 The Contractor may determine their employment by giving at least 20 weeks period of notice in writing to the PM but not earlier than 12 months after the Contract Start Date.
- 1.99 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.
- 1.100 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.

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## TENDERING INSTRUCTIONS

1. Tenderers shall submit the priced Volume Two Applicants Offer all duly completed and signed with any other associated requisite documentation.
2. Should there be any matter that is unclear or any ambiguity or discrepancy in the Tender Documents or this Instruction, the Project Manager shall be informed in writing immediately and in any case no later than one week before the closing date for receipt of Tenders.
3. No unauthorised alteration or addition shall be made to the Tender Documents. Authorised amendments to be made will be sent out by means of addenda letters or notices which will be numbered consecutively and accompanied by an acknowledgement slip. Tenderers shall be required to return counter-signed copies of each letter or notice with their Tender to confirm that the addenda was received and acted upon.
4. Tenders received after the due time will be regarded as being invalid.
5. In pricing the Works Tenderers are deemed to have satisfied themselves before submitting their tenders as to the correctness and sufficiency of the tendered rates and prices.
6. Tenderers shall include for all costs required to deliver the Works in their entirety including travel to and from each location, parking, sundries, subsistence, administration, equipment / tools etc. overheads and profit within their tender rates and prices.
7. Tendered prices and rates will be fixed for the Contract Period and will not be subject to any increases.
8. Tenderers will be evaluated in accordance with Invitation to Tender (ITT) document. The Council reserves the right not to accept the lowest or any tender.
9. All prices submitted will be checked for arithmetical accuracy. Any item which is left un-priced will be deemed to have included in the price for the other items of the work relative thereto. Notwithstanding Alternative 2 of the NJCC Code of Practice for Single Stage Selective Tendering, any error that is discovered will be corrected and the tender sum amended accordingly. Tenderers will be afforded the opportunity to confirm such amendments or to withdraw their tenders.
10. Tenders shall remain open for acceptance for a period of 90 days from the closing date for receipt of Tenders.

11. Where the award of the Contract is unduly delayed all Tenderers will be advised of any further expected delay and asked whether they will agree to extend the original validity period of the tenders.
12. The successful Tenderer shall be notified when it is decided to accept his offer with unsuccessful Tenderers being notified thereafter.
13. The successful Tenderer shall satisfy the Council prior to signing the Contract that their insurance policies are as required by clause 10 of the Contract Conditions.
14. The Tenderer shall examine the Tender Documents and satisfy itself as to the nature and extent of the Works and as to any difficulties which may arise in executing the Contract. The Tenderer shall be deemed to have visited the various sites to satisfy himself as to the full nature and extent of the works and to be conversant with the availability of labour, plant, tower / hoist / scaffold and materials prevailing at the time of tendering and to have made allowance for these matters accordingly to execute all the Works in their entirety for the whole of the Contract Period.
15. The Tenderer should note the potential for exposure to risks outlined in the Pre-Contract Health and Safety Plan such as working at height, contact with members of the public etc. in certain properties / situations. The Tenderer shall take all necessary precautions at all times and make allowance for these situations.
16. Evidence of staff training or professional accreditation or qualification shall be provided to the Project Manager by the Tenderer to demonstrate the ability and competency of those persons to carry out the Works under this Contract.
17. Tenderers are advised that the Council has an Asbestos Register for the locations and this information will be provided to the Tenderers as part of the Tender Documentation.
18. If water and power is unavailable the Contractor shall make temporary provision as necessary and include for this in his price.
19. The association of the Council with any marketing or advertising by the Contractor for publicity purposes shall only be permitted having gained formal written approval from the Project Manager in advance of any release.
20. Tenderers shall submit all clarification questions via the Supplying the South West e-Tendering portal before the tender return date.
21. Tenderers should note that unless your question is innovation based, responses will be provided to all Tenderers. The identity of Tenderers raising any questions will remain confidential.

22. Any instruction by the Council prior to the due date will be issued to all Tenderers via the Supplying the South West e-Tendering portal.
23. If during the period the Council issues any circular letters to Tenderers in order to clarify or alter part of the documents, then such circular letters shall form part of the Contract and Tenderers shall be deemed to have taken account of them in preparing their bid. Tenderers shall also promptly acknowledge any circular letters that they receive.

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## **PART B**

# **INSPECTION PREAMBLES**

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## PART B

### INSPECTION PREAMBLES

- These preambles will apply will be read and applied in conjunction but not supersede the terms and conditions of the Contract, Works section, manufacturers guidelines, industry best practice or direction of the Project Manager.
- Outdoor play equipment installation and design is generally in accordance with EN: 1176 (play equipment) and EN: 1177 (safety surfacing) and both routine and annual inspection regimes will make reference to both standards when necessary during the completion of these Works.

### INSPECTOR QUALIFICATION STANDARD

- Monthly routine inspections will be undertaken by suitably qualified, trained and experienced person who can demonstrate and evidence their competency in the delivery of this inspection type and support this level of expertise with membership of the Register of Play Inspectors International Inspector (RPiI) as an operational inspector or equivalent accreditation.
- Individuals undertaking play space inspections are to be trained to Register of Play Inspectors International (RPiI) Operational Inspector's level or equivalent and have the requisite experience, knowledge and any other relevant training to demonstrate competency to deliver the Works.

### INSPECTION TYPES

#### Routine Monthly Inspection

- Routine monthly inspections will be undertaken periodically at maximum intervals of one calendar month when the annual inspection and third party insurance inspections do not occur.
- Emergency or urgent repair requirements are to be reported immediately to the Council. Contractor to make safe while on site where possible using hazard warning tape etc. to identify defective equipment and provide a photographic record of the action taken together with a written report the next working day.
- The outcome of routine inspections are to be recorded on an inspection sheet set out in an approved format and to include:
  - contract title and associated project reference number;
  - date of inspection, name and signature of inspector including company, contact details for both the inspector and company, prevailing conditions, location, sheet numbering;

- list of signage, equipment, street furniture, boundaries and gates, open areas, features, surfaces etc. forming the play space including quantity, manufacturer detail, year of installation all of which are to be uniquely referenced for identification purposes;
  - manufacturer, year of installation, relevant dimensions including height, type and construction material;
  - inspection comments for all items in the play space including condition and risk rating including explanation or definition;
  - recommended or remedial action requirement including description of work and part/s required;
  - recommendations in terms of management, design or improvement modifications for inclusion as part of a planned maintenance programme.
  - environmental considerations such as litter, flooding, animal deposits, vegetation, anti-social behaviour including related debris etc. which may impact on the operation of the play space;
  - any other matter/s pertaining to the continued safe and reliable operation of the play space.
  - photographic record of the above.
- Play space routine inspections are to be carried out in accordance with EN 1176-7.6.2a and EN1176-76.76.2b to include:
    - Identification of obvious hazards resulting from use, weather and vandalism, disrepair, broken / missing parts or bottles, debris, litter, graffiti, equipment misuse and any other issue detrimental to health and safety of the equipment and furniture at each location;
    - Check on repairs carried out by others;
    - Presence for corrosion and rot;
    - Operation of and excessive wear to bearings, fasteners and other friction or moving parts;
    - Structural integrity;
    - Integrity and condition of safety surfaces
    - Cleanliness of area;
    - Equipment ground clearance and other design features.

#### Annual Inspections

- Individual's undertaking annual play space inspections are to be trained and certified to the standard of a Register of Play Inspectors International (RPiI) Annual Inspector standard or equivalent.
- The Annual Inspection will be carried out on an annual basis with maximum period between inspections of 13 calendar months and not within the month when either a routine monthly or third party insurance inspection occurs.
- Play space annual inspections are to be carried out in accordance with EN1176-7.6.2c.



- Play space annual inspections are to consider and report on the overall safety of equipment / furniture / features in the play space, foundations and surfaces including traffic routes and boundaries etc. and include all known environmental factors.
- Report emergency or urgent repair requirements straight away to the Council. Make safe where possible to do so while on site using hazard warning tape etc. and provide a photographic record of the action taken with a written report the next working day.
- Changes in standards compliance and design practices, risk assessment etc.
- The effects of weather, evidence of rotting or corrosion and any change in the level of safety as a result of repair made or added, or replacement components.
- The Annual report shall be undertaken by someone not connected with the playground installer, equipment or material manufacturers, repair or maintenance contractor, manager or external interest group / person etc. to give an independent written report of the play space.
- The content of the Annual Inspection report will include details outline for the Routine Monthly inspection and include the following:
  - Risk assessment matrix to HSE recognised standard and list of standards used for reference in the preparation of this report;
  - Site based information including Council reference number, inspection date and time, description of location, known environmental conditions prevailing, name of inspector and company, a unique inspection reference number, photographic picture of space;
  - Assessment of disabled access to convey level of provision;
  - A full comprehensive and itemised list of all and every item of wet play / fitness / play / sensor equipment, surface, boundary features including gates, signage, street furniture installed to form the play space with against each item: title, its risk rating (both numerical and descriptive), recommended action, general picture of its condition at the time of the inspection including all disrepair including supporting descriptive text, manufacturer details including material type, reference to non-compliance with standards;
  - Tabulated summary of findings for a particular location;
  - Overview of findings including list of recommended action for: immediate / routine remedial action and recommendations for improvement under a planned maintenance programme including timeframe for implementation.

### Ad hoc Bespoke Inspections

- These may be required by the Council under separate instruction during the Contract Term. The requirement for this type of inspection will be specified at the time but based on in part or full either a routine or annual inspection approach. The actual inspection requirement will be varied depending in on the nature of the event and the Council's requirements in terms of the inspection response.
- Typically a Bespoke Inspection will result from:
  - Enquiry a member of the public, interest group etc.;
  - An accident in a play space to support the Council's corporate incident reporting procedure;
  - Request to undertake a post installation test of new equipment or to existing equipment where an assessment of the same performance parameters becomes necessary;
  - Inspection of repair or modification or isolated installation work.

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## 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.
Part 3 Section 8 [Delete section if not applicable to the procurement]	Skills and Apprentices	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 [Delete section if not applicable to the procurement]	Steel	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.
8.4	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.

### 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.

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## 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	<div> a) a public limited company </div> <div> b) a limited company </div> <div> c) a limited liability partnership </div> <div> d) other partnership </div> <div> e) sole trader </div> <div> f) other (please specify) </div>
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 Enterprise (VCSE)</td><td></td></tr> <tr> <td>b) Small or Medium Enterprise (SME)</td><td></td></tr> <tr> <td>c) Sheltered workshop</td><td></td></tr> <tr> <td>d) Public service mutual</td><td></td></tr> </table>	a) Voluntary, Community and Social Enterprise (VCSE)		b) Small or Medium Enterprise (SME)		c) Sheltered workshop		d) Public service mutual	
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)	<p>Details of Persons of Significant Control (PSC), where appropriate</p> <p>(Please enter N/A if not applicable)</p>	<p>Name:</p> <p>Date of birth:</p> <p>Nationality:</p> <p>Country, state or part of the UK where the PSC usually lives:</p> <p>Service address:</p> <p>The date he or she became a PSC in relation to the company (for existing companies the 06 April 2016 should be used):</p> <p>Which conditions for being a PSC are met:</p> <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)	<p>Details of immediate parent company</p> <p>(Please enter N/A if not applicable)</p>	<p>Full name of the immediate parent company:</p> <p>Registered office address (if applicable):</p> <p>Registration number (if applicable):</p> <p>Head office DUNS number (if applicable):</p> <p>Head office VAT number (if applicable):</p>								
1.1(p)	<p>Details of ultimate parent company</p> <p>(Please enter N/A if not applicable)</p>	<p>Full name of the ultimate parent company:</p> <p>Registered office address (if applicable):</p> <p>Registration number (if applicable):</p>								

		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>			
<b>Please provide the following information about your approach to this procurement.</b>			
<b>Section 1</b>	<b>Bidding model</b>		
<b>Question number</b>	<b>Question</b>	<b>Response</b>	
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>	
		<b>Yes</b>	<b>No</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.		
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?	<b>Yes</b>	<b>No</b>
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:	
--	--	--

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
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)	<p><b>Regulations 57(1) and (2)</b></p> <p>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.</p> <p>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</p>	

	below and listed on the <a href="#">webpage</a> .	Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
	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.			
<p><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></p>				
<b>Section 3</b>	<b>Grounds for discretionary exclusion</b>			
<b>Question number</b>	<b>Question</b>	<b>Response</b>		
3.1	<p><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.</p>	<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>			
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 provide 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</b>	<b>Question</b>	<b>Response</b>

number			
		<b>Please indicate your answer by marking 'X' in the relevant box.</b>	
		<b>Yes</b>	<b>No</b>
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <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>	
		<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</b>	<b>Question</b>	<b>Response</b>	

number			
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>		
	Contract 1	Contract 2	Contract 3
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</p>		



	including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)		
Response:			
6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.		
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>	
		Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
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 contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):		Yes	No
Employer's (Compulsory) Liability Insurance = £5million			
Public Liability Insurance = £5million			
Professional Indemnity Insurance = £1million			
Product Liability Insurance = £Not applicable		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.			
8.2	<b>Skills and Apprentices – (please refer to supplier selection guidance)</b>	Yes	No

a.	<p>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.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	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.	<p>Please provide all the relevant details of previous breaches of health and safety 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	N/A

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 subcontractors, 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>
<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served 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</p>			

<p>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>		
<b>8.6</b>	<b>Health and safety</b>	
(Please indicate your answer by marking 'X' in the relevant box):	<b>Yes</b>	<b>No</b>
<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</b> <b>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:

#### Scoring System

Lowest price tendered from all Bids receives maximum % score (80%). Other Applicants' prices are scored in accordance with the following equation:

$$\% \text{ Score} = \frac{\text{Lowest Bid price}}{\text{Applicant's Bid price}} \times 80\%$$

### 4.3 Award Questions

Question Number	Question
Weighting Criteria	
A	What relevant skills and experience do you have in order to deliver the Works? (Weighting criteria 10%)
Response (Max 1500 words):	



B	Provide details on how you will provide competitive advantage and any added value. (Weighting criteria 10%)
---	---

**Response (Max 1500 words):**

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## 5 Pricing Schedule

Applicants are required to complete the Pricing Schedule. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT.

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

PART ONE

General

PART TWO

Pricing Framework

PART THREE

Hourly Rates for Ad Hoc Inspections

PRICING FRAMEWORK SUMMARY PAGE

APPENDIX A:

Play Space Location List with Pricing  
Framework\_1950

Play Space Location List with Equipment  
List\_1950

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£	p
PART ONLY.	

## PART ONE

## Contract Conditions. Preliminaries and Preambles

- 59



The Contractor is to note most of the play spaces are available for use by the general public full time and is to allow for this continued uninterrupted use in their price and program of inspection.

Where a play space is within a controlled or secure site such as within the site of an outdoor pool cold calling is not permitted and no claim for addition costs incurred by the Contractor as a result of an abortive attempt to gain access will be entertained by the Council.

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

£	p
£	

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## PRICING SCHEDULE Continued

### 2.00 PART TWO

#### APPENDIX A: PRICING FRAMEWORK

2.01 The Contractor shall inspect, test, service and maintain as per Appendix A and the terms and conditions of the Contract.

2.02 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.

2.03 The Contractor shall meet all the inspection, reporting and documentation requirements defined by the Contract having regard to the Appendix A: Play Space Location Equipment List\_1950.

2.04 Appendix A: Play Space Location List with Pricing Framework

2.05 Enter total carried forward from Appendix A: Play Space Location List with Pricing Framework\_1950. Five Year Total:

**TOTAL PART TWO CARRIED FORWARD TO SUMMARY PAGE =**

£	p
£	
£	

£	p
---	---

**p**

## HOURLY RATES FOR AD HOC INSPECTIONS

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 inspection or work requirements described, specified or outlined elsewhere in the Contract.

3.02 State your all-inclusive rate per work hour (inclusive of overheads, profit, sundries, transportation costs and time and call out fee) which apply for bespoke play space inspections executed between 08:00 and 17:00 hours on weekdays (exclusive of statutory holidays):

## PRICING SCHEDULE Continued

Hourly rate: 5 hours @ £..... / hour. Total =

3.03 State your all-inclusive labour rate per work hour (inclusive of transportation costs and time, call out fee) carried out by the following tradesmen which are to apply for works executed **OUTSIDE** of normal working hours.

Hourly rate: 5 hours @ £...../ hour. Total =

*These rates are provisional to be removed in full, expended in part or full under the direction of the Project Manager.*

**TOTAL PART THREE CARRIED FORWARD TO SUMMARY PAGE:**

[illegible]



## PRICING SCHEDULE SUMMARY PAGE –

### TERM CONTRACT TOTAL COST

PART ONE General.

PART TWO Appendix A: Play Space Location List with Pricing Framework. Annual Total:

PART THREE Hourly Rates.

**SUMMARY PAGE TOTAL CARRIED FORWARD TO 6.5  
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.*

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# **APPENDIX A**

**PLAY SPACE LOCATION LIST**

**WITH**

**PRICING FRAMEWORK**

**AND**

**EQUIPMENT LIST**

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REFER TO FOLLOWING FOLDERS:

For play space locations and pricing framework for the insertion of the Contractor's priced rates;

*"PLAY SPACE LOCATION LIST WITH PRICING FRAMEWORK\_1950"*

And for a list of equipment and type at each location;

*"PLAY SPACE LOCATION EQUIPMENT LIST\_1950"*

Details provided in this file is to be considered indicative only.

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## 6 Price Review Framework

### 6.1 Price Validity Period

As a minimum, all prices submitted must remain fixed and firm for the Contract Period.

### 6.2 Contract Renewal

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.

### 6.3 Spend Related Rebate Proposals

Section not applicable.

### 6.4 Volume Related Rebate Proposals

Section not applicable.

### 6.5 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:-	
<p>(a) the consortium's tender is bona fide and intended to be competitive;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	
Box B – Single Body and/or Individual	
I/We the undersigned do hereby certify that:-	
<p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	
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).	

DO NOT USE FOR TENDERING PURPOSES. ADVERT ONLY.

### 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 (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).	

### 7.4 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.

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

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### 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 (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).*

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