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Invitation To Tender - Open

Collection & Disposal of Flytipped Hazardous Waste

CPU 1703

Closing date for return of ITT:

Noon on Monday the 14th of December 2015

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**PART A – GENERAL INFORMATION**

1. DEFINITION OF TERMS

|  |  |  |
| --- | --- | --- |
|  | Council | means Oxfordshire County Council |
|  | Council’s Representative | means Rene Lowell, the Council’s representative who will coordinate all communications with the Tenderer in relation to this ITT. |
|  | Invitation to Tender  (ITT) | means this document and all its appendices which has been sent to all Tenderers. |
|  | Method Statement | means the outline description of how the Tenderer proposes to perform or deliver the Service. |
|  | Portal | means the e-tendering system accessed via the South East Business Portal. |
|  | Service | means the goods, works and/or services sought by the Council in accordance with the provisions of this ITT. |
|  | Specification | means the description of the Service contained in Appendix 1 to this ITT. |
|  | Tender | means a Tenderer’s response to this ITT. |
|  | Tenderer | means the entity responding to this ITT. |
|  | Tenderer’s Representative | means the Tenderer’s representative who will coordinate all communications with the Council’s Representative in relation to this ITT. |
|  | TUPE | means the Transfer of Undertakings (Protection of Employment) Regulations 2006. |

1. BACKGROUND TO THE PROCUREMENT
   1. Oxfordshire County Council is inviting competitive tenders for the collection and disposal of flytipped hazardous waste within the county and for the cleaning and removal of spillages of hazardous waste from the highway or other land.
   2. Tenderers are invited to tender for the provision of the Service described at Appendix 1 Specification for a term of 20 months with an option for the Council to extend for up to 18 months, anticipated to commence on 1 February 2016.
2. INSTRUCTONS FOR COMPLETION AND RETURN OF ITT
   1. Please use the question and answer section of the Portal from where you downloaded this document to ask any question(s) regarding this document and/or the ITT process. Please note that the Council will issue all questions and answers to all Tenderers unless a Tenderer specifies that a question is confidential and the Council accepts that the question is confidential. The Council reserves the right to amend questions where necessary such that answers can be released without disclosing confidential material.
   2. The documentation to be returned to the Council is listed as Sections A, B, C and D of this ITT. Failure to submit all documentation may result in your Tender being deemed non-compliant and not further considered by the Council.
   3. Additional attachments should be clearly labelled in relation to the Section and question. In addition please indicate under the relevant question that this has been done.
   4. Tenders must be in English.
   5. If you reproduce the ITT, the paragraph numbering, content or wording of the questions must not be changed in any way.
   6. Where a question is not relevant to your organisation, you should respond “Not Applicable”. Do not leave it blank or this may result in your Tender not being considered further.
   7. Please do not supply general marketing, promotional or similar material in response to a question, unless such material is specifically requested or the material supplied is particularly relevant to the question. In either event, the material should be marked clearly to show your name, the number of the question to which it relates and, if appropriate, the page number or the section of the material which is relevant.
   8. Please return an electronic copy of your Tender including any supporting material via the Portal from where you downloaded this ITT. **Please allow sufficient time to upload all documents to the Portal before the deadline.**
   9. Failure to submit your Tender by the closing time and date may result in your Tender not being considered.
   10. Tenders must remain valid and open for acceptance for three months from the closing date for return of the Tender.
   11. The Council may require you to clarify any part of your Tender or to supply additional information if it considers this appropriate.
   12. Where this ITT refers to UK legislation, qualifications, codes or similar matters you should, if you are established outside the UK, base your response on the equivalent legislation, qualifications or codes that apply in the relevant domestic jurisdiction.
   13. If you are a member of a group of companies (e.g. sister organisation, subsidiary etc.), the information in Section A of Part B of this Invitation to Tender should be completed on behalf of your organisation only and not on behalf of the group as a whole (except where group information is specifically requested).
   14. The Council will not accept a Tenderer’s terms of business in lieu of or in addition to the conditions included at Appendix 2. By submitting a Tender, Tenderers are agreeing to be bound by the conditions at Appendix 2 without further negotiation or amendment should their Tender be accepted, unless changes are agreed by the Council and such changes notified to all Tenderers prior to Tender submission.
   15. The ITT documentation must be accepted in its entirety and no alteration or modification by the Tenderer can be allowed unless notified and confirmed in writing by the Council’s Representative before the closing date for submission of Tenders. If any alteration is made or if the instructions are not fully complied with the Tender may be deemed non-compliant and not further considered by the Council.
   16. It is the Tenderer’s responsibility to ensure that all calculations and prices and other data in the Tender are correct at the time of submission. No amendment to the Tender documents will be allowed after the closing date for submission of Tenders. Unless otherwise explicitly set out, prices should be fully inclusive of all costs involved in delivering the Service and complying with the contract.
   17. The Council reserves the right to:
       1. waive or change the requirements of this ITT from time to time without prior (or any) notice;
       2. withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
       3. choose not to award any contract as a result of the current procurement process, or to award the contract in part.
   18. The Council will not be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this ITT process including if the process is terminated or amended by the Council.
   19. Although the information contained in this ITT is provided in good faith, the Council accepts no liability for any inaccuracy of information given or for any loss or damage arising therefrom.
3. TUPE
   1. The Council considers that the Transfer of Undertakings Protection of Employment Regulations 2006 (TUPE) will not apply. However, Tenderers must obtain their own information and advice as to the applicability of TUPE and the Council gives no guarantees or warranties in this regard.
4. SUB-CONTRACTING AND CONSORTIA ARRANGEMENTS

Sub-contracting arrangements

* 1. Where you propose to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
  2. The Council recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Tenderers should therefore notify the Council immediately of any change in the proposed sub-contractor arrangements. The Council reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia arrangements

* 1. If you are completing this ITT as part of a proposed consortium, the following information must be provided:
* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
  1. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.
  2. All members of the consortium will be required to provide the information required in Section A as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.
  3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
  4. The Council recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Council reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

1. SELECTION AND EVALUATION CRITERIA
   1. Each compliant Tender received will be evaluated against a range of scored and mandatory criteria comprising the following. Tenderers must pass Phase 1 for their Tenders to be evaluated in Phase 2:
   2. Phase 1

Each Tender returned will be evaluated against a range of scored and mandatory criteria comprising the following:

* The grounds for mandatory rejection as set out in Part B Section A2 (this Section is Pass/Fail)
* The grounds for discretionary rejection as set out in Part B Section A3 (your Tender may be rejected at the Council’s discretion)
* Economic and Financial Standing as set out in Part B Section A4 (this Section is Pass/Fail and shall be evaluated using the approach set out in Table 3)
* Technical and Professional Ability as set out in Part B Section A5 requires you to submit up to 3 relevant contracts that meet the requirements given to you in A5.1. You will need to provide a description of each contract in no more than 500 words, as well as the other information asked for in A5.2.

The submissions for Section A5 shall be evaluated and scored in accordance with the scoring mechanism and criteria set out in Tables 1 below). Each submission will be scored, the total number of scores divided by the total number of submissions, to achieve one averaged score and then marked as Pass/Fail as follows:

* a final score of 3 to 10 = Pass
* any score below 3 = Fail.

See worked example in Figure 1 below.

**Figure 1. Worked example of Pass/Fail scoring for Section A5**

|  |
| --- |
| e.g.  where the first Contract submission achieves a score of 10 points  and where the second Contract submission achieves a score of 5 points    The two contract submissions achieve a total of 15 points.  The final score is calculated as follows:  15 points / 2 submissions = 7.5 average score  7.5 points = Pass |

**Please note:**

**If you exceed the maximum 500 words allowed in A5.2, that answer will be scored as “0 Unacceptable” as per Table 1 below.**

**If you do not provide a description of the delivery of the contract as required by section A5. 1 and 2, that answer will be scored as “0 Unacceptable” as per Table 1 below.**

* Additional selection modules as set out in Part B Section A6 (Sub-sections B, C, D and E) are marked Pass/Fail. There is no Sub-section A.

**Scored Criteria**

**Table 1 Scoring Mechanism for the scored criteria at Phase 1**:

|  |  |
| --- | --- |
| Excellent response - highly relevant evidence provided | 9-10 |
| Good response - satisfactory or good degree of relevance | 6-8 |
| Average response - some relevance although gaps exist | 3-5 |
| Poor response - evidence is weak overall | 1-2 |
| No response provided | 0 |

**Table 3 Minimum Criteria on Economic and Financial standing**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION B   FINANCIAL STANDING   1. **Tender Submission Documents**    1. Where possible all tenderers should submit 2 years audited or signed accounts[[1]](#footnote-1). These must include both a statement of income & expenditure and balance sheet and be provided as a separate set of accounts for each year. See also paragraph 1.3.    2. Where it is not possible to submit the documents stated in paragraph 1.1 an income and expenditure account should be submitted for the two most recent financial years and be provided as a separate set of accounts for each year1. These must either be signed by the tenderer's accountant or accompanied by the tax return to validate the figures. See also paragraph 1.3.    3. Where the most recent financial year end for the documents specified in paragraphs 1.1 or 1.2 is greater than 6 months prior to submission, either an interim set of accounts (which reduces the period to less than 6 months) or a statement (which either confirms no significant change or states significant changes to the tenderer's finances) signed by your Financial Director, Accountant or Company Director must also be submitted.    4. If the tenderer has not been operating for long enough to have 2 sets of financial statements the requirements are set out in section 4 below relating to new companies.    5. If the information submitted does not meet the requirements in paragraphs 1.1 or 1.2 the tenderers will be limited to a total contract of £25,000 unless a Mint UK pass is achieved (see paragraph 3.1). 2. **Contract Value Limits**    1. All tenderers will be eligible to be awarded a minimum contract value of £25,000, as described in paragraph 1.5.    2. Where tender documents submitted match those described in paragraph 1.1 above, there will be no maximum contract value. The tests listed in section 3 below will be used by the Council to calculate a maximum annual contract value for each tenderer.    3. Where tender documents submitted match those described in paragraph 1.2 above, tenderers may only be awarded a contract up to a maximum of £172,000. In addition the turnover test listed in section 3 below will be applied to calculate a specific maximum annual contract value for each tenderer. This will be a minimum of £25,000 and a maximum of £172,000.    4. Where a Mint UK (see 3.2 below) pass is achieved tenderers in any of the above categories will automatically be awarded up to £172,000 as described in paragraph 2.3. Further testing may however increase this limit.    5. The table below provides a summary of tenderer contract value limits:  |  |  | | --- | --- | | **Financial Documentation Submitted** | **Maximum Contract Value** | | None | £25,000 | | Income & Expenditure Statement | £172,000 | | Income & Expenditure Statement and Balance Sheet | Unlimited[[2]](#footnote-2) |  1. **Financial Assessments**    1. ***Summary***       1. The Council requires tenderers to be financially stable and therefore carries out a number of tests to identify the risk posed. For this procurement financial assessment of tenderers will be made up of:  * Examination of a Mint UK report. * Evaluation of tenderers accounts submitted.   + 1. Further details regarding the tests carried out and the pass or fail criteria are set out below.   1. ***Mint UK Reports***      1. The Council will seek a report from Mint UK for all tenderers. As a result of these checks tenderers will be classified by the following stability status:      + Secure      + Stable      + Normal      + Caution      + High Risk      + No score or report available      1. A status of caution, high risk, no score, or no report available may be subject to further review as detailed in section 3.3. The Council may also seek further evidence of the financial viability of the organisation to inform a risk assessment to determine whether the Council can be sufficiently satisfied of financial standing. The Council’s determination of financial viability within these thresholds will be final and failure to satisfy the Council of sound financial standing will disqualify the tenderer from the tender process.      2. Please note that this company check is not a credit check search and will have no impact on your credit rating. The Council reserves the right to carry out company checks on your company throughout the life of this contract.   2. **Financial Accounts Evaluation**      1. Accounts will be assessed using the below criteria for all tenderers who have submitted accounts in line with paragraph 1.1 and for tenderers under paragraph 1.2 who either do not pass the mint test or where no score or report is available.      |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Criteria** | **Sub-Criteria** | **Weighting** | **Pass Mark** | **Ratios** | | Ratio Analysis | Profitability | 30% | 15/30 | Gross & Net profit to Turnover | | Liquidity | 30% | 15/30 | Interest Cover & Gearing | | Gearing | 30% | 15/30 | Current Ratio & Quick Ratio | | Turnover | | 10% | 5/10 | Contract Percentage of Turnover | | **Total** | | **100%** | **50/100** |  |  * + 1. Tenderers must obtain at least the minimum pass mark (50/100) and meet the criteria for the Mint UK report (where available) to pass. Where a company fails any of the sub criteria or the Mint UK report the council will carry out further analysis and may request further information to assure itself that the additional risk this poses is acceptable.     2. Where only a profit and loss account is submitted and there is no Mint UK report available tenderers will be assessed against the profitability and turnover criteria and will be expected to meet the pass marks in these areas. In these cases the contract value will be limited as set out in section 2.     3. When assessing charitable or not for profit organisations an allowance will be made in the tests, in particular in relation to the profitability tests. It is therefore important that this status is made clear in any submissions.      1. **New Organisations**    1. For this procurement a new organisation (being a limited company or other entity including sole trader) is defined as an organisation with less than 2 years accounts available.    2. For these organisations the tender submission documentation is:  * As much of the tender documentation set out under paragraph 1 above as possible. * Business plans and projections for the length of the contract.   1. Where a new company is created as a result of a merger the tender submission documentation is: * As much of the tender documentation set out under paragraph 1 above as possible. * If the above does not satisfy the requirements in paragraph 1 please submit accounts for the remainder of the prior two years for all businesses which were involved in the merger, along with an explanation of significant accounting or operational changes.   1. Based on the documents submitted (which will vary between organisations) testing will be carried out and an analysis of the risk level to the Council considered. Based on this analysis a company will be awarded a maximum level of contracts broadly in line with the descriptions in paragraph 2.   **Financial Standing Explanatory Notes**  Below are further explanations on specific paragraphs and also a glossary of terms.  Paragraph 1.3 - Statements over 6 months old  Where the end of the most recent financial year submitted is more than 6 months prior to submission tenderers must provide an up to date statement. For example if the most recent accounts submitted have a year-end date of 31 March 2014 and the submission date is after 30 September 2014 this would be required.  In this case either a draft set of accounts for the next year or interim accounts for the period should be submitted if available and these should reduce the period unreported to less than 6 months.  Where these are not available a statement signed by either the financial director, accountant or company director should be submitted which either confirms that there are no significant changes to the business financially since the previous accounts or where this is not true outlines the nature and impact of any changes.  Glossary of Terms  *Statement of Income and Expenditure*  This is one of the financial statements of a company and shows the company’s revenues and expenses during a particular period. It displays the revenues recognised for a specific period, and the cost and expenses charged against these revenues. It is also commonly known as a profit and loss statement or income statement.  *Balance Sheet*  A balance sheet or statement of financial position is a summary of the financial balances of a business organisation. Assets, liabilities and equity are listed as at a specific date, usually the end of the financial year. A balance sheet is often described as a snapshot of a company's financial condition.  *Mint UK Report*  The Mint UK report provides the Council with a credit rating score for UK companies based on a number of factors. Based on this score a level of risk of the company failing financially can be ascertained and used as part of the decision making process. Reports are available for UK registered companies, however where insufficient information is available there may be no credit score.  *Audited or Signed Accounts*  Accounts submitted under paragraph 1.1 should either be independently audited or signed by the accountant who prepared the accounts.  *Contract Value*  The contract value is calculated as the annual value multiplied by the number of years, e.g. a £10,000 per annum contract over 3 years would have a contract value of £30,000. The cumulative call-off contract value is the total of all contract values held at a point in time. |

* 1. Phase 2

Any decision to award a contract(s) as a result of this ITT will be made on the basis of the Most Economically Advantageous Tender having regard to the following criteria:

* The scored criteria set out in Table 1 using the mechanism for scoring set out in Tables 2 and 3

Table 1 Scored criteria for this ITT and respective weightings:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting (%)** | **Sub-criteria** | **Sub-criteria weighting (%)** |
| Price | 70 |  |  |
| Quality | 30 |  |  |
|  |  | MS 1 : Collection , transportation and disposal methods | 20% |
|  |  | MS 2 : Health, Safety & Environment | 10% |

**Please note that if there are any mandatory requirements in the Specification which are not met, the Council will treat your Tender as non-compliant.**

Table 2 Scoring mechanism for the scored criteria of this ITT:

|  |  |
| --- | --- |
| Excellent answer that covers the specification with additional value elements | 9-10 |
| Very good answer that covers the specification | 7-8 |
| Good answer covering the main points of the specification | 5-6 |
| Average answer with some references to the specification | 3-4 |
| Poor answer with a vague reference to the specification | 0-2 |

Table 3 Scoring mechanism for Price/Cost

|  |  |  |
| --- | --- | --- |
| |  | | --- | | Lowest submitted bid will obtain a score of 100. The other bids will be scored as a percentage variance | | (divide the lowest price by the next offer and multiply by 100 to work out score out of 100) |   See Appendix 3 Evaluation Matrix for further information. |

1. ADDITIONAL INFORMATION
   1. Freedom of Information

All information provided by you in your response to this ITT will remain confidential and will not be disclosed to any other party except where required for official audit purposes or to the extent that the Council considers that disclosure is required pursuant to the Freedom of Information Act 2000 or any other applicable legislation, legal requirement or code of practice.

* 1. Confidentiality

By receiving this ITT you agree to keep confidential the information contained in the ITT or made available in connection with further enquiries and questions. Such information may be made available to your employees and professional advisers for the purpose only of responding to this ITT.

When providing details of contracts in answering Section A5 (Technical and Professional Ability), the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Council reserves the right to contact the named customer contact in Section A5 regarding the contracts nominated. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The Council 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 Public Contracts Regulations.

* 1. Material Changes

At any time before the award of the contract, the Council reserves the right to disqualify any organisation whose circumstances change to the extent that it ceases to meet the selection criteria or makes a material change in respect of its Tender unless substantial justification can be provided to the satisfaction of the Council. Where a Tenderer becomes aware after having submitted a Tender of a change in circumstances or information supplied, it should notify the Council of this as soon as possible.

1. INDICATIVE ITT TIMETABLE

The deadline for the return of the ITT is as set out here unless otherwise notified by the Council. All other dates are indicative only and subject to change.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Advert placed on e-tendering Portal | Friday 20th November 2015 |
| Date for last submission of ITT clarification questions | 5pm - Monday 30th November 2015 |
| Date for posting of clarification answers | 5pm – Wednesday 2nd December 2015 |
| ITT closing time and date | Noon – Monday 14th December 2015 |
| Notification of award outcome to Tenderers | 5pm – Friday 15th January 2016 |
| Contract start date | Monday 1st February 2016 |

**Appendix 1 - Schedule 1 Specification**

**Appendix 2 - Contract Conditions**



**Appendix 3 – Schedule 3 Finance**

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# Appendix 4 - Evaluation Model



**PART B – INVITATION TO TENDER**

**SECTION A COMMERCIAL INFORMATION**

A1 TENDERER INFORMATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A1.1 Tenderer details** | **Answer** | | | |
| Full name of the Tenderer completing the ITT |  | | | |
| Registered company address |  | | | |
| Registered company number |  | | | |
| Registered charity number |  | | | |
| Registered VAT number |  | | | |
| Name of immediate parent company |  | | | |
| Name of ultimate parent company |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | ▢ Yes | | |
| ii) a limited company | ▢ Yes | | |
| iii) a limited liability partnership | ▢ Yes | | |
| iv) other partnership | ▢ Yes | | |
| v) sole trader | ▢ Yes | | |
| vi) other (please specify) | ▢ Yes | | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes | | |
| ii) Small or Medium Enterprise (SME) [[3]](#footnote-3) | ▢ Yes | | |
| iii) Sheltered workshop | ▢ Yes | | |
| iv) Public service mutual | ▢ Yes | | |
| **A1.2 Bidding model** | | | |  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |  |
| a)   Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | | ▢ Yes |  |
| b)   Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | | ▢ Yes |  |
| c)   Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services  If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | | | ▢ Yes |  |
| d)   Bidding as a consortium but not proposing to create a new legal entity.  If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | | | ▢ Yes  **Consortium members**  **Lead member** |  |
| e)   Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).  If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. | | | ▢ Yes  **Consortium members**  **Current lead member**  **Name of Special Purpose Vehicle** |  |

|  |  |
| --- | --- |
| **A1.3 Contact details** | |
| Tenderer contact details for enquiries about this ITT | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |  |  |
| --- | --- | --- |
| **A1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| A1.4.1 | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | ▢ Yes  ▢ No  If Yes, please provide the registration number in this box. |
| A1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | ▢ Yes  ▢ No  If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

**A2 MANDATORY REJECTION CRITERIA**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question A2.1 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Council for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **A2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  **A2.2 Has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

**A3 DISCRETIONARY REJECTION CRITERIA**

The Council may exclude any Tenderer who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **A3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has 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; |  |  |
| 1. your organisation—   (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the Council, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question A3.1 (e), the Council may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Tenderer.

**Taking Account of Tenderers’ Past Performance**

In accordance with question (g), the Council may assess the past performance of a Tenderer (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer responding to this ITT. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (e.g. contract award stage). Tenderers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Tenderer that answers ‘Yes’ to questions A2.1, A2.2 and A3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Tenderer has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision

**A4 ECONOMIC AND FINANCIAL STANDING**

All financial accounts and supporting information should wherever possible be in English and GBP Sterling. Where this is not possible, the Council will use an exchange rate for certain parts of its assessment of financial standing. The source of the exchange rate to be used and the rate itself will be notified to the Tenderer by the Council at the time the assessment is made.

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
|  |  | |
| A4.1 | **Please provide one of the following to demonstrate your economic/financial standing;**  Please indicate your answer with an ‘X’ in the relevant box. | |
| 1. A copy of the audited accounts for the most recent two years |  |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation |  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  |
|  |  |
| 1. 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). |  |
| A4.2 | Where the Council has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this ITT, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here. | ▢ Yes  ▢ No |
| A4.3 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:   |  |  | | --- | --- | | Name of the organisation |  | | Relationship to the Tenderer completing the ITT |  |   If yes, please provide Ultimate / parent company accounts if available.  If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?  If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) | ▢ Yes  ▢ No  ▢ Yes  ▢ No  ▢ Yes  ▢ No |

**A5 TECHNICAL AND PROFESSIONAL ABILITY**

A5.1 Please provide details of up to three contracts, in any combination from either the public or private sector, which clearly demonstrate and evidence your knowledge and recent relevant experience to the requirements as per Appendix 1 Specification. It is the Councils preference that you include at least one example of your experience in the public sector.

Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.

The named customer contact provided should be prepared to provide written evidence to the Council to confirm the accuracy of the information provided below.

Consortia tenders 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 will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Tenderer 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 principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

A5.2 **For each contract** please provide the following information:

|  |  |
| --- | --- |
| Name of customer organisation |  |
| Point of contact in customer organisation  Position in the organisation  E-mail address |  |
| Contract start date  Contract completion date  Estimated Contract Value |  |
| In no more than 500 words, please provide a brief description of the contract delivered. Please include evidence of what and how you delivered the service that demonstrates your technical capability in this market.  If you cannot provide at least one example of contracts as requested above, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. | |
| Response: | |

**A6 ADDITIONAL SELECTION MODULES**

Tenderers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer to the following Yes/No questions by marking ‘X’ in the relevant boxes or provide a written response where this is required.

**(As previously stated in Part A, Section 6, 6.2 Phase 1, there is no Sub-section A)**

**B - Insurance**

|  |  |  |
| --- | --- | --- |
| 1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the minimum levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £10 million  Public Liability Insurance = £10 million  \* 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. | ▢ Yes  ▢ No |

**C – Compliance with equality legislation**

|  |  |  |
| --- | --- | --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| 1. | 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)? | ▢ Yes  ▢ No |
| 2. | 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?  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.  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.  You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | ▢ Yes  ▢ No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |

**D - Environmental Management**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | 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)?  If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Council will not select Tenderer(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | ▢ Yes  ▢ No | |
| 2. | 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? | ▢ Yes  ▢ No |  |

**E - Health and Safety**

|  |  |  |
| --- | --- | --- |
| 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | ▢ Yes  ▢ No |
| 2. | 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?  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.    The Council will exclude Tenderer(s) that have been in receipt of enforcement/remedial action orders unless the Tenderer(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | ▢ Yes  ▢ No |
| 3. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes  ▢ No |

**SECTION B METHOD STATEMENTS**

Please describe how you propose to deliver the Service described in Appendix 1 Specification.

Agreed Method Statements shall form Annex 1 of the Contract.

**Method Statement 1 – Collection, transportation & disposal of materials**

The Tenderer should complete Method Statement 1 (MS 1) by completing the table below.

MS 1 is worth 20% of the total Tender score. The scoring mechanism is shown in Table 2 of this document Part A Section 6. The maximum score available in this section is 90 points.

|  |  |
| --- | --- |
| MS 1.1 Maximum 10 points available | |
| Provide a method statement describing how you intend to collect the flytipped solid waste from receipt of an instruction from the Council to include:   * your approach to assessing the hazardous nature of the waste / material * the controls in place to protect your workforce from these hazards * arrangements for working outside Normal Hours including lone worker procedures if applicable.   (Max 600 words) |  |
| MS 1.2 Maximum 10 points available | |
| Provide a method statement describing how you intend to collect the flytipped drummed liquid waste from receipt of an instruction from the Council to include:   * your approach to assessing the hazardous nature of the waste / material * the controls in place to protect your workforce from these hazards * arrangements for working outside Normal Hours including lone worker procedures if applicable.   (Max 600 words) |  |
| MS 1.3 Maximum 10 points available | |
| Provide a method statement describing how you intend to clear spilt hazardous materials from receipt of an instruction from the Council to include:   * your approach to assessing the hazardous nature of the waste / material * the controls in place to protect your workforce from these hazards * arrangements for working outside Normal Hours including lone worker procedures if applicable.   (Max 600 words) |  |
| MS 1.4 Maximum 10 points available | |
| Provide detailed risk assessments covering all aspects of the collection & transportation of flytipped hazardous waste and spilt hazardous materials.  (Max 600 words) |  |
| MS 1.5 Maximum 10 points available | |
| Provide a description of the methods of containment you will use to collect and transport this waste.  (Max 250 words) |  |
| MS 1.6 Maximum 10 points | |
| Describe the types of vehicles you will use to collect and transport the waste.  (Max 250 words) |  |
| MS 1.7 Maximum 10 points | |
| Describe how you will achieve response times both within and outside Normal Working Hours.  (Max 300 words) |  |
| MS 1.8 Maximum 10 points | |
| Please describe the processes you have in place to ensure that consignment notes or waste transfer notes and all data (as required by the Specification paragraphs 4.1 and 4.2) will be provided promptly.  (Max 300 words) |  |
| MS 1.9. This question is Pass/Fail. | |
| The Tenderer should complete the table below providing information about the Transfer and Disposal Points that will be used to deliver the Services. The Tenderer must provide information regarding the Disposal Point proposed for each type of waste covered by the contract.  **Please Note: Your tender will be rendered non-compliant if**  **i) you fail to identify a Disposal Point for each waste type**  **ii) if the sites you are proposing are not Permitted for the types and quantities of waste required by the Specification** | |

|  |  |  |
| --- | --- | --- |
|  | Any interim storage or bulking facility to be used in providing the service | Disposal point |
| Name and address of facility to be used | Asbestos: | Asbestos: |
| Misc. solid waste: | Misc. solid waste: |
| Misc. liquid waste: | Misc. liquid waste: |
| Type of facility | Asbestos: | Asbestos: |
| Misc. solid waste: | Misc. solid waste: |
| Misc. liquid waste: | Misc. liquid waste: |
| Environment Agency Permit holder and Permit number | Asbestos: | Asbestos: |
| Misc. solid waste: | Misc. solid waste: |
| Misc. liquid waste: | Misc. liquid waste: |
| Please provide a copy of the Permit for each site. | Asbestos: | Asbestos: |
| Misc. solid waste: | Misc. solid waste: |
| Misc. liquid waste: | Misc. liquid waste: |
| Please provide certificates and/or details of all relevant authorisations to conduct the work, as per the specification, including but not limited to Registered Waste Carrier and ADR regulations. |  | |
| MS 1.10 Maximum 10 points | | |
| Please describe in full the contingency arrangements that will be in place for the eventuality that any of the transfer or Disposal Points detailed above are not available for any reason. | Asbestos: | |
| Miscellaneous solid wastes: | |
| Miscellaneous liquid wastes: | |

**Method Statement 2 – Health, Safety & Environment**

The Tenderer should complete Method Statement 2 (MS 2) by completing the table below.

MS 2 is worth 10% of the total Tender score. The scoring mechanism is shown in Table 2 of this document Part A Section 6. The maximum score available in this section is 40 points.

|  |  |
| --- | --- |
| **MS 2.1 Maximum 10 points available** | |
| Provide detail of the systems you use to ensure your staff adhere to safe systems of work, risk assessments and company safety procedures and how you incorporate H&S requirements and training into day to day practice and culture within the company.  (Max 600 words) |  |
| **MS 2.2 Maximum 10 points available** | |
| Describe how you formally record and investigate Health & Safety Incidents (including accidents, incidents, near misses and potential health issues) and implement resolutions.  (Max 600 words) |  |
| **MS 2.3 Maximum 10 points available** | |
| How does your organisation manage and monitor Health and Safety performance and set targets for continuous improvement? Please describe in detail and submit any quantitative data if applicable.  (Max 600 words) |  |
| **MS 2.4 Maximum 10 points available** | |
| Do you have ISO 140001 or an equivalent externally validated environmental management system in place? If yes, please specify which system it is and describe how it will add value to the service you are proposing to provide to us.  If you do not use an externally recognised environmental management system please tell us what processes you do have in place to achieve the equivalent environmental efficiencies (e.g., fuel and energy reduction, waste minimisation, etc.) and how this will add value to the service you are proposing to provide to us.  (Max 600 words) |  |

**SECTION C PRICING SCHEDULE**

Please insert your Tender price for delivery of the Service set out in the Specification **excluding VAT** in GBP Sterling.



\* You should identify all potential cost components anticipated in your delivery of the Service described in Appendix 1 Specification. No additional costs will be considered by the Council unless these are clearly stated in your Pricing Schedule response.

**SECTION D FORM OF TENDER**

Contract for Provision of (INSERT CONTRACT TITLE)

Reference (INSERT CPU REFERENCE)

To Oxfordshire County Council

I/we the undersigned, having examined and accepted the ITT documentation, DO HEREBY OFFER to provide the Service upon and subject to the terms and conditions set out in such Contract Conditions, Specification and other documents as are contained or incorporated in the ITT documentation at the prices and rates contained in the Pricing Schedule and in accordance with the documents forming our Tender. This offer remains valid and open for acceptance for three months.

If this offer is accepted, we will execute such documents in the form of the Contract within 14 days of being called on to do so.

This is a bona fide Tender intended to be competitive.

The amount of my/our Tender has not been calculated by agreement or arrangement with any person other than the Council and the amount of my/our Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Council.

I/we have not and will not enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw or vary the amount of any tender once offered or otherwise collude with any person with the intent of preventing or restricting full competition.

I/we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council in connection with the award of the Contract and no person employed by me/us has done or will do any such act.

Signature ...............................................................

Duly authorised for and on behalf of the Tenderer

(Electronic/typed signatures are acceptable)

Position held ...............................................................

Name and Address ...............................................................

of Tenderer

...............................................................

...............................................................

...............................................................

Dated ...............................................................

It must be clearly shown whether the Tenderer is a limited company, partnership or single individual trading in his own or another name, etc. and also if the person signing is not the actual Tenderer, the capacity in which s/he signs or is employed.

**SECTION E TENDERER CHECKLIST**

Tenderers should ensure that they have completed the following sections before returning their ITT responses:

|  |  |
| --- | --- |
| **SECTION HEADING** | **COMPLETED?** |
| **Section A Commercial Information** | 🞏 |
| **Section B Method Statement** | 🞏 |
| **Section C Pricing Schedule** | 🞏 |
| **Section D Form of Tender** | 🞏 |

It is important that all sections are completed as failure to do so may result in your ITT response being deemed non-compliant and not further considered by the Council.

Tenderers who do not wish to provide a response to this ITT are requested to advise the Council’s Representative as soon as possible.

1. Financial accounts and supporting information should wherever possible be provided in English and GBP Sterling. Where this is not possible, the Council will use an exchange rate where necessary as part of the assessment of financial standing. The source of the exchange rate will usually be www.xe.com and the rate used can be notified to the Bidder/Tenderer by the Council at the time the assessment is made. [↑](#footnote-ref-1)
2. The lifetime contract value is unlimited, however an annual limit may be imposed following the assessment described in section 3.3. [↑](#footnote-ref-2)
3. See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/> [↑](#footnote-ref-3)