****

Welding Services

**Volume 1**

**INVITATION TO TENDER**

Supply the South West reference number: DN439590

Date of release: 07/10/2019

Version No: 1

**INDEX**

**Section 1 – THE REQUIREMENT**

* 1. Introduction
  2. Overview
  3. Background
  4. Specification
  5. Scope of Contract
  6. Term of Contract
  7. Value
  8. Dates

**Section 2 – INSTRUCTIONS TO TENDERERS**

2.1 E-Tender System

2.2 Register Intent or Opt Out

2.3 Preparation of Tender

2.4 Price Schedules

2.5 Other Documents or Supporting Evidence

2.6 Submission Deadline

2.7 Tender Validity

2.8 Communication

2.9 Confidentiality

2.10 Disclaimer

2.11 Freedom of Information Act

2.12 Transparency

2.13 Equality

2.14 Ethical Standards

2.15 Social Value

2.16 Procurement Timetable

2.17 Required Documents

**Section 3 – QUESTIONNAIRE**

A Notes for Completion

B Questionnaire

**Section 4 – COMMERCIAL SCHEDULE**

4.1 Pricing

**Section 5 – EVALUATION AND AWARD**

5.1 Evaluation and Award

5.2 Award Criteria and Weightings

5.3 Moderation of Scores

5.4 Supplier Presentations/Clarification Meetings

5.5 Final Moderation

5.6 Evaluation Report and Recommendation

5.7 Contract Approval

5.8 Contract Award

5.9 Debriefing

**Section 6 – APPENDICES**

Appendix 1 – Non-Collusion Certificate

Glossary

Separate document – Volume 2 – Contract Terms and Conditions

Separate document – Volume 3 – Specification

**SECTION 1 – THE REQUIREMENT**

1.1 **Introduction**

In pursuance of the Council’s obligations as a waste collection and disposal authority the Council intends through a competitive tender to award one or more contracts for the provision of Welding Services at its operational Council Depots.

1.2 **Overview**

The Council wishes to establish a Contract for the provision of Welding Services.

This is a services Contract and is below the threshold level for the EU Directives. However the Public Contracts Regulations 2015 guidelines will apply in terms of transparency and fairness to all tenderers.

The ITT is divided into 3 volumes:

**Volume 1** sets out the instructions for submitting a tender and contains a number of appendices, the majority of which tenderers need to return with their tender.

**Volume 2** (separate document) contains the Contract to be entered into between the Council and the successful tenderer.

**Volume 3** (separate document) sets out the Specification for the Services.

1.3 **Background**

The Council is seeking to appoint a contractor to undertake Welding Services at its waste, recycling, and cleansing depots within Bath & North East Somerset. Bidders will be invited to view the type of welding services required during a site tour of our Midland Road depot as set out in paragraph 1.8 below.

1.4 **Specification**

Please refer to the separate document **Volume 3 – Specification** for detail of what is required under this contract.

1.5 **Scope of Contract**

The following information gives instructions on how tenders are to be presented and the timescales for submission. Failure to comply with these instructions may at the Council’s discretion result in any tender being withdrawn from the evaluation process.

1.6 **Term of Contract**

It is planned that the Contract will commence on 1st September 2019 (“the Commencement Date”) and continue for a Term of three years, with a right for the Council to extend the Term on one or more occasions up to 31st August 2023.

1.7 **Value**

The total Contract Value is approximately £120,000

1.8 **Dates**

Tenderers interested in applying for the contract should express their interest using the online portal ‘Supplying the Southwest’.

Bidders are invited to attend a site visit of the Council Household Waste Recycling Centres which require servicing as part of this Contract on **Tuesday 22nd October 2019**. Further details are provided in Volume 3 - Specification.

Completed tenders should then be submitted by **12:00hrs (noon) on Monday 28th October 2019**.Tenders submitted later than this will not be accepted.

**SECTION 2 – INSTRUCTIONS TO TENDERERS**

2.1 **E-tender System**

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help Icon within the system.

Supplier Guidance documents are also available to view and download.

If after reading the ProContract reference guides you are still unable to resolve your issue in using the system and require support please contact the technical Support Team

Due North Technical Support Team

By Tel: 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays).

By Email: [swsupport@due-north.com](mailto:swsupport@due-north.com)

2.2 **Register Intent or opt out**

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Tenderers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Tenderer does not wish to, or is unable to submit a Tender and not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

2.3 **Preparation of tender**

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

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

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

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

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

2.4 **Price Schedule/s**

The Council requires Tenderers to complete and upload Price Schedule(s) where requested to do so within the e-tender system.

All prices shall be in Pounds Sterling.

2.5 **Other Documents or Supporting Evidence**

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

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

2.6 **Submission deadline**

Tenderers are required to submit their Tender within the e-tender system by **12.00hrs (noon) on Monday 28th October 2019** and should allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so. Tenders received after the closing date will not be considered.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

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

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which tenders are invited.

2.7 **Tender Validity**

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

2.8 **Communication**

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

Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system in sufficient time before the closing date of the Tender, to enable to the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.

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

2.9 **Confidentiality**

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

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

2.10 **Disclaimer**

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

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

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

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.11 **Freedom of Information Act**

Tenderers should note that the Council is subject to the ‘Freedom of Information Act 2000’ and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers’ statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.12 **Transparency**

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency code 2015](file:///S:\Corporate%20Procurement%20Team\Procurement\Transparency%20Code%202014\Local%20Government%20Transparency%20code%202015.pdf)

The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Council’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.

2.13 **Equality**

Bath & North East Somerset Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area.    This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

2.14 **Ethical Standards**

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality and will lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

2.15 **Social Value**

The Council will procure its services, where appropriate, in line with the Public Service (Social Value) Act 2012. The Act asks commissioners to think about securing extra benefits for their area when they are buying services.

When responding to an Invitation to Tender, Suppliers might wish to consider the following:-

* Understand the needs of the local area and the Council’s priorities.
* Articulate the social value offer - quantify the value for money you will provide and make the case for your social value offer being a way for commissioners to navigate cost savings pressures.
* Help the Council to understand the full range of innovation you can provide.
* Consider guidelines for paying a Living Wage

For further details on the Council’s Social Value Policy, tenderers can request a copy of the policy from the Procurement Team by e-mailing [procurement@banesnes.gov.uk](mailto:procurement@banesnes.gov.uk)

2.16 **Procurement Timetable**

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

|  |  |
| --- | --- |
| **Date or Target Date** | **Activity** |
| **03/10/19** | ITT issued to potential suppliers |
| **22/10/19** | Bidders opportunity to visit to the Council HWRCs |
| **28/10/19 12.00hrs (noon)** | Closing date and time for receipt by the Council of tenderers responses to the ITT |
|  | Evaluation of the ITT responses by tender panel |
| **18/11/2019** | Award decision made and award letter issued |
| **25/11/2019** | Contract award concluded |
| **01/12/2019** | Commencement Date of Contract |

2.17 **Required documents**

Within this Tender process Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

|  |  |
| --- | --- |
| **DOCUMENT TITLE** | **COMPLETE AND UPLOAD** |
| Section 1 – The Requirement | 🗶 |
| Section 2 – Instructions to Tenderers | 🗶 |
| Section 3 – Questionnaire | ✓ |
| Section 4 – Pricing Schedule | ✓ |
| Section 5 – Evaluation and Award | 🗶 |
| Appendix 1 – Non Collusion Certificate | ✓ |
| Separate document – Volume 2 – Contract Terms and Conditions | 🗶 |
| Separate document – Volume 3 – Specification | 🗶 |

Please Note: The completion and electronic return of all the documents ticked above is mandatory

**SECTION 3 - QUESTIONNAIRE**

**A Notes for completion**

i. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.

If the question does not apply please state clearly ‘N/A’.

ii. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.

iii. Please return a completed version of this document with your tender submission using the e-tendering system.

**Verification of Information Provided**

iv. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 relating to Technical and Professional Ability) the Council may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**Sub-contracting arrangements**

v. Where the Supplier proposes 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.

**Confidentiality**

vi. When providing details of contracts in answering section 6, the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

vii. The Council reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. 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.

viii. 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 Contract Regulations.

**B Questionnaire**

1. **Supplier Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.1 Supplier details** | **Answer** | | |
| Full name and address of the Supplier |  | | |
| Registered company/charity number |  | | |
| Registered VAT number |  | | |
| Name of 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) [[1]](#footnote-1) | ▢ Yes | |
| iii) Sheltered workshop | ▢ Yes | |
| iv) Public service mutual | ▢ Yes | |
| **1.2 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 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 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.  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 Authority 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  ▢ 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 bidding model using a separate Appendix. | | | ▢ Yes  Consortium members  Current lead member  Name of Special Purpose Vehicle |  |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries | |
| Name |  |
| Postal address |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |  |  |
| --- | --- | --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** | | |
| 1.4.1 | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional register(s). | ▢ Yes  ▢ No  If Yes, please provide the registration number in this box. |

**2. Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences listed in the table below.

If you have answered “yes” to question 2.2 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.

|  |  |  |
| --- | --- | --- |
| **2.1 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**  **2.2 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? |  |  |

**3. Grounds for discretionary exclusion**

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

|  |  |  |
| --- | --- | --- |
| **3.1 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 contracting authority, 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 3.1 (e), the Council may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied 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 Supplier to inform the Council, detailing the conflict in a separate **Appendix 1**. 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 Supplier.

**Taking Account of Supplier’s Past Performance**

In accordance with question (g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 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 supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

**4. Economic and Financial Standing**

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
| 4.1 | **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). |  |

**5. Technical and Professional Ability**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Relevant experience and contract examples** | | | |  |
| Please provide details of up to three contracts, in any combination from either the public or private sector, which are relevant to the Council’s requirement and have been performed during the past three years.  The named customer contact provided should be prepared to provide written evidence to the Council to confirm the accuracy of the information provided below. | | | |  |
|  |  | Contract 1 | Contract 2 | Contract 3 |
| 5.1 | Name of customer organisation |  |  |  |
| 5.2 | Point of contact in customer organisation  Position in the organisation  E-mail address |  |  |  |
| 5.3 | Contract start date  Contract completion date  Estimated Contract Value |  |  |  |
| 5.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |  |  |  |
| 5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **6. Quality Assurance**   |  |  |  | | --- | --- | --- | | 6.1 | Is your company certified to BS5750 (BS EN ISO 9002), Investors in people (IIP) or an equivalent for its Management & Maintenance Services?  What is the Registration Number? | ▢ Yes  ▢ No | | 6.2 | Please provide details of machinery and equipment you would employ on works for this Council, including type, age, asset number and replacement policy. |  | | 6.3 | Please provide details of the maintenance of all machinery and equipment listed. Including inspection and test records and a history of repairs carried out. |  | | 6.4 | Are you willing to allow the Council to inspect work, which your Company is currently carrying out?  If yes, you may be required to arrange site visits for officers of the Council. | ▢ Yes  ▢ No |   **7. Insurance**   |  |  |  | | --- | --- | --- | | 7.1 | 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:  Employer’s (Compulsory) Liability Insurance = £5m  Public Liability Insurance = £5m  \* 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.  \* Bath and North East Somerset Council has a mandatory requirement of £5m for Employer’s Liability and Public Liability Insurances | ▢ Yes  ▢ No |   **8. Environmental Management**   |  |  |  | | --- | --- | --- | | 8.1 | 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 use companies 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 | | 8.2 | 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 | | 8.3 | Has your company implemented an Environmental management System in accordance with BS14001?  Please provide further details. | ▢ Yes  ▢ No |  |   **9. Registered Waste Carrier or Transporter**   |  | | --- | | If you transport waste as part of your business or otherwise for profit, you must register with your Environmental Regulator as a waste carrier, unless you are carrying your own waste and it is not construction or demolition waste. If you are a charity or voluntary organisation and you collect or transport waste on a professional basis you must register with your Environmental Regulator as a waste transporter.  Even after you have processed the waste material, it may still be classed as waste. An example of a product which may still be classed as waste after processing is tyre granulate. If your product is classed as waste, the registration requirements above will apply.  You must register even if you only transport waste occasionally.  The requirement to register applies to self-employed carriers as well as partnerships, organisations, groups and companies.  It is an offence to carry waste without being a registered carrier. It is also an offence for anyone else to give you their waste if you are not registered. Click on the Waste Carriers and Brokers link below for further information.  You must register with your Environmental Regulator as either a waste carrier or transported if you transport any waste, unless it is waste which you have produced yourself (except when the waste comes from any contraction or demolition activity).  Are you a registered waste carrier or transport? (if yes, please detail your registration number and provide a copy of your certificate)  ▢ Yes  ▢ No |     **10. Health & Safety**   |  |  |  | | --- | --- | --- | | 10.1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  Note that a written safety policy is only a requirement if your company has 5 or more employees. If your company has less than 5 employees you should still complete the rest of this section. | ▢ Yes  ▢ No | | 10.2 | 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 companies that have been in receipt of enforcement/remedial action orders unless the company can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | ▢ Yes  ▢ No | | 10.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?  How does your company assess the health and safety competencies and performance of its sub-contractors? | ▢ Yes  ▢ No | | 10.4 | Describe the procedures for review of your organisation’s health and safety policy. |  | | 10.5 | How do you communicate your health and safety policy to employees? |  | | 10.6 | State the co-operation and involvement that is expected of the employees. |  | | 10.7 | Describe the system and responsibility for reporting accidents. |  | | 10.8 | Give details of your employee training programme. |  | | 10.9 | Describe procedures for safety inspections and audits. |  | | 10.10 | How do you consult with trade unions and employees on issues of safety? |  | | 10.11 | What procedures does your organisation have for undertaking risk assessments? |  | | 10.12 | Please provide the accident statistics relating to your business for the past 3 years. Please report statistics per 100 employees.   |  |  |  |  | | --- | --- | --- | --- | |  | Year | Year | Year | | No. Fatal Accidents |  |  |  | | No. reportable injuries (RIDDOR 1995)(B) |  |  |  | | No. employees (full-time equivalents) (C ) |  |  |  | | Incident rate = (A+B) x 100/C |  |  |  | | No. RIDDOR injuries to the public |  |  |  | | No. RIDDOR dangerous occurrences |  |  |  | | No. RIDDOR ill-health reports |  |  |  | |  | | 10.13 | Has the organisation has any improvement of prohibition notices served upon it or been prosecuted by the Health & Safety Executive during the last three years in relation to violations of health and safety legislation? If “Yes” please give brief details and outline steps taken by the company in consequence of that finding. Dependent on your response, further clarification may be requested. |  | |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **Project Specific Questions – Service Delivery Plan**   Service Delivery Plan should be answered numerically. Tenderers must NOT submit marketing materials or generic documents (unless requested, for example, details of standard HR policies) as answers to the Service Delivery Plan questions. Please refer to separate document **Volume 3 – Specification** for detail on the requirements of this Services contract.  **Personnel**     * + 1. Provide details on the level of experience and qualifications gained by all staff who would be assigned to carry out work for the tenderer as part of this Contract, including details on how your organisation ensure they are appropriately trained and tested to do the work safely and precisely.     2. Provide full contact name, address, phone and email details of two representatives from organisations for which similar Welding Services work has been undertaken by the Contractor, on heavy duty plant and equipment, who would be willing to provide a reference your organisation.      * + 1. Describe the quality control system to be adopted by the Contractor to monitor the Welding Services carried out as part of this Contract.   **Communication**   * + 1. Set out your procedure for taking and responding to orders for work. Please clearly state any notice period needed in order to carry out the work, along with the maximum waiting time for orders of work to be started.     2. Detail how your organisation proposes to record data and comply with its obligations to supply information to the Council regarding the Services as set out in paragraph 4 of Volume 3 – Specification.     3. Provide name, job title and contact details of the Contractors nominated Contract Manager.     4. Detail the procedures to investigate Welding Services work identified to be below standard in compliance with sub-paragraphs 3.8 and 3.9 of Volume 3 – Specification.   **Health & Safety**   * + 1. Please detail the type of personal protective equipment (“PPE”) to be issued by the Contractor and worn at all times by their staff when undertaking Welding Services work as part of this Contract.     2. Please confirm that you will adhere to the Council’s ‘Permit to Work’ procedures as set out in the Specification.     3. Provide full site location details of the facility to be used from the start of the Contract, including area, road name, post code and six figure grid reference(s).     4. Provide copies of all applicable permits and licenses, including the COTC holder(s) for the site. This should also include existing and committed planning or licensing conditions (including any limitations on wastes), full details of the licensing authority and license numbers where appropriate.     5. Set out the operating hours of the site to be used for this Contract, including any scheduled closing dates (eg. Christmas Day, etc).     6. Detail the maximum quantity of Contract Waste (in tonnes) the proposed Treatment Site(s) are licensed to receive per annum, including any monthly limits on the acceptance of Contract Waste at the Treatment Site(s) and the maximum amount of waste permitted on site at any one time.     7. Please state how many contracts are in place with other organisations for use of the Treatment Site(s) proposed for the Treatment of waste and the maximum capacity requirements of these other contractual obligations.  1. **Payment Terms**  |  |  |  | | --- | --- | --- | | 12.1 | What are your preferred payment terms for this contract? Please state. |  | | 12.2 | Are you able to provide consolidated monthly bills for this Contract? | YES/NO | | 12.3 | Do you accept Purchasing Card transactions for low value purchases? | YES/NO |   **13. Terms & Conditions**  13.1 The Council’s Terms and Conditions of Contract are attached as a separate document **– Volume 2 – Contract Terms & Conditions.**  Please indicate in the table below if you do not comply with any of these clauses.   |  |  |  | | --- | --- | --- | | Clause Title | Clause Reference | Issue | |  |  |  | |  |  |  |   **NOTE TO TENDERERS**:  You should ensure your legal representative has checked the Terms and Conditions of Contract and identified any clauses where you will be non-compliant ***PRIOR*** to submitting your tender response. Otherwise the Council will award this Contract based on the Terms and Conditions contained within this ITT document. Non-Collusion CertificateAny supplier who:  * + - 1. Fixes or adjusts the amount of its quote or rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;       2. Communicates to any person other than the Authorised Officer the amount or approximate amount of its proposed quote (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the quote);       3. Enters into any agreement or arrangement with any other person that it shall refrain from bidding or as to the amount of any bid to be submitted;       4. Offers or agrees to pay or gives or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other quote or proposed quote relating to the Contract any act or omission, will (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct may attract) be disqualified.  Suppliers are required to submit with their quote a duly signed copy of the Non-Collusion Certificate as set out in Appendix 1 (Non-Collusion Certificate) to this Volume 1. **15. Declaration** |  |
| |  |  |  | | --- | --- | --- | |  | I declare that to the best of my knowledge the answers submitted to these questions are correct. 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, and I am signing on behalf of......................... (**Insert name of supplier**).  I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to the Council’s requirement.  The following appendices form part of our submission; | | | 15.1 | Name |  | | 15.2 | Role in organisation |  | | 15.3 | Date |  | | 15.4 | Signature |  | |  |

**SECTION 4 – PRICING SCHEDULE**

1. **Preamble**

## Tenderers are required to provide details of any assumptions made with regard to their rates.

## Each of the items shall be priced independently of any other items of work identified in the Price Schedules.

## The rates set out in the Price Schedules are fixed for the Initial Term of the Contract. Any extension period would be agreed in line with the terms of the Contract.

## All prices and rates identified in the Price Schedules are to be in pounds sterling, to two decimal places.

## The prices and rates are also to be exclusive of VAT.

# WELDING SERVICES

2.1 Tenderers are required to submit a set rate for labour at a charge per hour and, if applicable, a mileage rate to be applied for journeys from the Contractors site to the Council depot for all work undertaken as part of this Contract.

* 1. Table A requires a labour rate and if applicable, a mileage charge, for the Welding Services undertaken during normal weekday operating hours working hours.
  2. Table B requires a labour rate, and if applicable a mileage charge, for the Welding Services undertaken during normal weekend or bank holiday operating hours working hours.
  3. Mileage rates submitted on invoices must accurately reflect the journey undertaken by the Contractor for all work requested as part of this Contract. Bids received that do not quote a mileage rate will be assumed to have costed this expense within their labour rate.
  4. All welding consumables, such as gas, wiring, clips, and electrodes used as part of a Welding Services task undertaken as part of this Contract must be included in the labour rate charge applied. Please note this list is not exhaustive, it is intended as a guide. Labour rates must be fully inclusive of all welding consumables.
  5. Materials and parts are to be charged at the invoice rate to the Contractor and can be subject to a handling charge addition. Evidence for the charges applied for the supply of materials and/or parts is to be made available for inspection by the Key Personnel if required.
  6. Prices submitted in both Table A and B will be evaluated.

**3. INDEXATION**

3.1 The rates contained in the Price Schedules shall remain valid for the Initial Contract Period. In the event that the Council agrees to extend the Initial Contract Period pursuant to clause C4 of Volume 2 (Contract), the Council shall enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Contract Price.

**SCHEDULE 1 – COLLECTION & TREATMENT RATES**

TABLE A– Rate for Welding Services during normal weekday operating hours

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Designated Site** | **Charge Rate ( £ )** | |
| Labour (hourly rate) | Optional Mileage (per mile) |
| 1 | Midland Road, Bath |  |  |
| 2 | Pixash Lane, Keynsham |  |  |
| 3 | Old Welton, Radstock |  |  |
| 4 | Radstock road cleansing depot, Radstock. |  |  |
| 5 | Former MOD building, Pixash Lane, Keynsham |  |  |
| 6 | Ashmead Road Recycling Centre, Keynsham |  |  |
| 7 | Cleansing depot, Locksbrook Road, Bath |  |  |

**Note:** Labour rate must be fully inclusive of all welding consumables.

TABLE B – Rate for Welding Services during normal weekend and bank holiday operating hours

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Designated Site** | **Charge Rate ( £ )** | |
| Labour (hourly rate) | Optional Mileage (per mile) |
| 1 | Midland Road, Bath |  |  |
| 2 | Pixash Lane, Keynsham |  |  |
| 3 | Old Welton, Radstock |  |  |
| 4 | Radstock road cleansing depot, Radstock. |  |  |
| 5 | Former MOD building, Pixash Lane, Keynsham |  |  |
| 6 | Ashmead Road Recycling Centre, Keynsham |  |  |
| 7 | Cleansing depot, Locksbrook Road, Bath |  |  |

**Note:** Labour rate must be fully inclusive of all welding consumables.

Excludes Christmas Day, Boxing Day and New Year’s Day when the Depots are closed.

**SECTION 5 – EVALUATION AND AWARD**

5.1 Evaluation and Award

Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price. The award will be based on the evaluation criteria as outlined under Award Criteria and Weightings. Tenderer(s) that are successful and unsuccessful will receive in writing an award decision letter.

The Council expects to make an award for the Contract within 14 days of the closing date for the submission of tenders. The Council may, if necessary, extend the period for completing the award process.

Upon acceptance, the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Tenderer upon request of the Council execute a formal Contract in the form contained in this Tender process.

Tenderers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Tenderers should note that the Council reserves the right to terminate this procedure without any decision to award.

Tenderers should also note that, should they be successful the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

5.2 Award Criteria and Weightings

Submitted Tender responses will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

Tenderer’s completion of the evaluation questions will give the award score in terms of Quality. Such questions shall include, but are not limited to, questions in relation to company policies, accreditations and memberships, and specific questions to technical abilities in terms of contract delivery / performance in relation to the goods and services being tendered.

Tenderer’s completion of the Price Schedule will give the award score in terms of Price.

|  |  |  |
| --- | --- | --- |
| **AWARD CRITERIA & WEIGHTINGS** | | |
| **Price** | **70%** | Assessment of submitted Price Schedule |
| **Quality** | **10%**  **20%** | Assessment of the supplier’s ability to meet the requirements of the Contract as evidenced by the responses submitted to:   * The Technical and Professional Ability (responses to Supplier Questionnaire, including relevant contract experience and compliance history).   + Supplier Information **(Pass/Fail)**   + Grounds for mandatory exclusion **(Pass/Fail)**   + Grounds for discretionary exclusion **(Pass/Fail)**   + Economic & Financial Standing **(Pass/Fail)**   + Technical & Professional Ability **(30%)**   + Quality Assurance **(15%)**   + Insurance **(10%)**   + Environmental Management **(15%)**   + Registered Waste of Carrier Transporter **(Pass/Fail)**   + H&S **(30% - submissions achieving less than 60% weighted marks will result in a fail)** * Service Delivery Plan (Section 11 of Supplier Questionnaire).   + The Service Delivery Plan will be evaluated on the basis of how well the Contractor is able to meet the requirements as set out in Volume 3 – Specification. |
| **TOTAL** | **100%** |  |

5.3 Moderation of Scores

Once all tenders have been received and scores completed, it may be necessary for the scoring panel to request clarifications from the tenderers. These will be submitted on the e-tendering system and will be available for all tenderers to see and respond to.

As a result of these clarifications, it may be necessary to moderate the initial scores, for example, if tenderer(s) have misunderstood a question.

5.4 Supplier Presentations/Clarification Meetings

It may be necessary to hold supplier presentations or clarifications meetings and these may also result in the initial scores being moderated.

5.5 Final moderation

All the scores from the tender, presentations, clarifications, will be combined to produce a final score and the tenderer with the best overall score shall be identified.

5.6 Evaluation Report and Recommendation

An evaluation report will be produced by the procurer/tender panel and recommendation made to award to the winning Contractor.

5.7 Contract Approval

The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

5.8 Contract Award

The Contract award process is completed and the procurer will debrief all tenderers.

5.9 Debriefing

Upon completion of the tender exercise the successful company will receive a written notification letter that the Council is intending to award them the business. The award letter will contain information to explain why the bid was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful companies will receive a written notification that the Council intends to award the Contract. The notification will state the name of the winning tenderer, the overall scores and reasons to justify the award and will pertain to the published award criteria.

The Council will be careful not to disclose confidential information of the successful Contractor and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

**SECTION 6 - APPENDICES**

**Appendices**

1. Non-Collusion Certificate

Glossary

Separate document – **Volume 2 – Contract Terms and Conditions**

Separate document – **Volume 3 – Specification**

**APPENDIX 1**

**NON-COLLUSION CERTIFICATE**

**Welding Services**

I, the undersigned, in submitting the accompanying tender to

(Name of Client)………………………………………………

………………………………………………………………………………………………

in relation to (details of tender and reference)……………………………............

……………………………………………………………………………………………….

certify on behalf of (name of Tenderer)………………………………………………

that, with the exception of any information attached hereto (see \* below):

1) this tender is made in good faith, and is intended to be genuinely competitive;

2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;

3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;

4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal or informal, written or oral.

\* Information is/is not attached hereto (delete as appropriate)

SIGNED: ....................................................

FOR AND ON BEHALF OF: ........................................

DATE: .........................................

**Glossary**

Contracting Bodies’ or `Contracting Body’ means any other contracting bodies described in the Contract of Framework Agreement;

‘Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

‘Council’ means Bath & North East Somerset Council;

`Contract’ means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

“e-tender system” means the electronic tender system named Pro-Contract. It is provided by Due North and is hosted via http://www.supplyingthesouthwest.org.uk

`Invitation to Tender’ means the Tender process and all its components, inviting tenders for inclusion within the Contract/Framework Agreement;

`Offer’ means the offer made by the Tenderer in relation to the Proposed Contract

‘Specification’ means the scope of the Goods or Services to be provided pursuant to this Contract as set out in Volume 1 – Specification;

`Tenderers’ means a Contractor submitting a tender to the Council for inclusion on the Contract:

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)