

## **SECTION F – FORMS**

### **F1 SUBMISSION CHECKLIST & INFORMATION TO READ AND COMPLETE**

Applicants to complete the checklist forms below by providing a signature (scanned or typewritten) against each item and return with their submission. This will constitute agreement and will form part of the Contract.

#### **Sections for Information**

Section		Applicant Read, Understood and Agreed
Section A Instructions and Information	Instructions and Information	
Section B Specification	Specification	

#### **Sections for Completion and Submission**

Section	Statement	Completed and Submitted
Section C Selection	C – Insurance Financial Information Health & Safety	
Section D Award	D4 – Award Questions	
Section E Pricing	E1 – Pricing Schedule	
Section E Pricing	E2 – Price Review Framework	
Section E Pricing	E3 – Pricing Schedule Declaration	
Section F Forms	F1 - Submission Checklist and Information to Read and Complete	
Section F Forms	F2 - Conditions of Tender	
Section F Forms	F3 – Form of Tender	
Section F Forms	F4 - Certificate of Undertaking and Absence of Collusion or Canvassing	
Section F Forms	F5 - Certificate of Confidentiality	
Section F Forms	F6 – Freedom of Information Certificate	
Section F Forms	F7 – Schedule of Exempted Information	
Section F Forms	F8 – Data Protection Statement	
Section F Forms	F9 - Equalities Monitoring Form	
Section F Forms	F10 - Supplier Feedback Form	

## F2 CONDITIONS OF TENDER

<b>Tender for: Project Management for Culm Garden Village Project</b>	<b>Tender No: DN286000</b> <b>Due for return by 12:00:00 on: 3<sup>rd</sup> August 2017</b>		
1.	Tenders are invited for the provision of the contract specified or described in the invitation. Completed tenders with these conditions of contract duly signed should be returned electronically via the Supplying the South West portal. Tenders must be returned no later than <b>12:00:00 on 3<sup>rd</sup> August 2017</b> . Tenders received after the time stated or not properly completed will be disregarded. <u>Facsimile and emailed copies will not be accepted.</u>		
2.	The Contract shall be subject to the Councils Standard Terms and Conditions. Wherever special conditions of Contract are contained in the Invitation to Tender, the Contract shall be subject to those special conditions in addition to the Councils Standard Terms and Conditions and where those special conditions are inconsistent with the Councils Standard Terms and Conditions, the special conditions shall prevail. Offers by Applicants made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. No alteration must be made to the printed conditions or schedules. Any Tenders bearing such alterations will not be considered.		
4.	The contractor and all subcontractors are to comply fully with the Council's Policy on data Protection and Freedom of Information		
5.	The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as Tendered for separately.		
6.	<b>To Mid Devon District Council</b> I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to provide the Services, on such terms and conditions and in accordance with such specifications ( <i>if any</i> ), as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signed*:</td> <td style="width: 50%; border: none;">Date:</td> </tr> </table>		Signed*:	Date:
Signed*:	Date:		
Name ( <i>in block capitals</i> ):			
In the capacity of: ( <i>State official position, i.e. Director, Manager, etc.</i> )			
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>			

<b>F3</b>	<b>FORM OF TENDER</b>
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## Project Management Services for Culm Garden Village Project

To Mid Devon District Council

Having examined the Tender, the Conditions of Contract and Specification for the above named works, we offer to construct, complete and maintain the whole of the said Services in conformity with the said Conditions of Contract and Specification for the overall sum of:

.....  
.....

*(Please provide a breakdown of that figure in Section E1 – Pricing Schedule)*

This is the full and final price for delivery of the contract and is inclusive of overheads, preliminaries and profit.

I/We undertake to complete and deliver the whole of the Contract within the time stated in the appendix hereto.

Unless and until a formal agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive and that this tender is on a fixed price basis for labour, materials and haulage.

Yours faithfully

Signed:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of:	
<i>(State official position, i.e. Director, Manager, etc.)</i>	
Company:	
Address:	

## F4 CERTIFICATE OF UNDERTAKING & ABSENCE OF COLLUSION

The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.

### Box A – Consortium

I/We the undersigned do hereby certify that:-

- (a) the consortium's Tender is bona fide and intended to be competitive;
- (b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;
- (c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.
- (e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.
- (f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.

### Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.
- (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.
- (f) I/we further undertake that I/we will not do any of the acts mentioned in (d), (c) and (d) above before the hour and date specified for the return of the Tender

Signed\*:

Date:

Name (*in block capitals*):

In the capacity of:

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

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

FOR INFORMATION ONLY , PLEASE REGISTER YOUR INTEREST TO ACCESS FULL DOCUMENTS

<b>F5</b>	<b>CERTIFICATE OF CONFIDENTIALITY</b>
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I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed\*:

Date:

Name (*in block capitals*):

In the capacity of:

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

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

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<b>F6</b>	<b>FREEDOM OF INFORMATION CERTIFICATE</b>
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To: **MID DEVON DISTRICT COUNCIL**  
Phoenix House, Phoenix Lane, Tiverton, EX16 6PP

**I/We, ..... (insert  
company name)**

**(Company Registration Number  
.....)**

whose registered office is situated at :

6.1 I / We understand that:

6.1.1 All information relating to any Tender submitted to the Council or any Contract to which the Council is party, including information arising under the contract or about its performance, is covered by the Freedom of Information Act 2000 ("the Act") from January 2005:

6.1.2 The Council is under a legal obligation to disclose such information if requested unless an exemption applies. The Act lays out 23 situations in which information is considered exempt. Unless information is covered by an exemption it must be released if requested:

6.1.3 The legal obligation to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. Any of the 23 exemptions could apply to information concerning the relationship between the Council and a Contractor, but the two most relevant exemptions are likely to be Section 41 (information provided in confidence) and Section 43 (where release of information is likely to prejudice someone's commercial interest):

6.1.4 The Council may also be subject to disclosure obligations under other legislation or codes of practice, including but not limited to the Data Protection Act and the Environmental Information Regulations:

**6.2** I / We agree to be bound by the Council's General rules on disclosure that include the following:

6.2.1 That in the absence of special circumstances:

- i. The Council's pre invitation to tender documentation and the Invitation to tender itself will always be available under the Act to those who enquire.
- ii. Responses to requests for expressions of interest and tenders will be held in confidence until award of the contract.

6.2.2 Any person tendering for or entering into a contract with the Council must, as part of the tender process, inform the Council of information which it regards as being eligible for a claim for exemption from disclosure by the Council under the Act. Such information will be called Exempted Information. Information about all tenders will be made available under the Act to those who enquire unless, as

part of the tender process, I /we have notified the Council that it regards any of the information supplied with the tender as falling within the categories indicated below (Exempted Information):

- 6.2.3 The Council will make information about the global pricing of the bid available under the Act after award of the contract in its Publication Scheme:
- 6.2.4 Other than as set out above the Council shall have no obligation to consult me/ us where any request for information, whether under the Act or otherwise, touches or concerns the contract.
- 6.3 I / We understand that in relation to Exempted Information that:
- 6.3.1 The use of blanket protective markings or statements such as “commercial in confidence” will no longer be appropriate and I/ we must clearly indicate as to what material/information is to be considered confidential and why it should be treated as confidential:
- 6.3.2 If I / we wish at any stage of the tendering/contracting process to reserve any information from disclosure under the Act that I / we must put forward any information or classes of information I / we wish to keep confidential together with the grounds of the exemption which relate to the information which may be one or more of the following:
- That the information constitutes a trade secret and is eligible for exemption under Section 43(1).
  - That the disclosure of the information would prejudice the commercial interest of any person (Section 43(2)).
  - That the information will be disclosed by the contractor to the Council and that the nature of the information, or the circumstances in which it is imparted or the circumstances are otherwise such as to justify the acceptance by the Council of an obligation of confidence in respect of it (Section 41(1)).
  - That the information is personal data or otherwise relates to the private life of any individual that is appropriate for protection (Section 40).
  - Any other specific exemption under the Act.
- 6.3.3 Information which the parties to any Council contract agree to be Exempted Information will be contained in a separate schedule to the contract. The schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class category or specific information. In each case the schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available, if that is the case. Where such information is exempt under the rules governing commercial matters, (Section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than seven years after completion of the contract.
- 6.3.4 Information relating to the overall value, performance or completion of the contract will not be regarded as Exempted Information. The Council may however withhold access to such information under the Act in appropriate cases.



The decision as to whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult me / us.

6.3.5 Information relating to contract records and administration will not be accepted as Exempted Information. The Council may however withhold access to such information under the Act in appropriate cases. The decision as to whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.

6.3.6 The Council will make information available under the Act from 8 years after award of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 8 year period which it considers it may be appropriate to provide it will, wherever possible, notify me/ us and take account of any representations made by me / us within 5 days of receipt of the notice by me /us.

6.4 I / We wish the information set out in F7 below to be regarded as Exempted Information but understand the above mentioned Council approach to Freedom of Information, the Environmental Information Regulations, Data Protection and freedom of information generally may nevertheless require the Council to release the information I / we provide.

6.5 I / We understand that I / we have the right to revise the information that you hold and that I / we wish to be regarded as Exempted Information and agree to do this in the form of F7 below

Signed:	Date:
Name ( <i>in block capitals</i> ):	
In the capacity of:	
<i>(State official position, i.e. Director, Manager, etc.)</i>	
Company:	
Address:	

<b>F7</b>	<b>SCHEDULE OF EXEMPTED INFORMATION</b>
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**Title of Contract:**

**Name of Applicant:**

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Details of Information / Material Applicant wishes to reserve from disclosure under Act as "Exempted Information"	Grounds for Seeking Exemption under Freedom of Information Act 2000*	Reasons why Applicant considers information / material to be "Exempt"

- That the information constitutes a trade secret and is eligible for exemption under Section 43(1).
- That the disclosure of the information would prejudice the commercial interest of any person (Section 43(2)).
- That the information will be disclosed by the Contractor to the Council and that the nature of the information, or the circumstances in which it is imparted or the circumstances are otherwise such as to justify the acceptance by the Council of an obligation of confidence in respect of it (Section 41(1)).
- That the information is personal data otherwise relates to the private life of any individual which is appropriate for protection (Section 40).
- Any other specific exemption under the Act.

<b>F8 DATA PROTECTION STATEMENT</b>
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The Council is bound by the requirements in the Data Protection Act 1998.

The Council requires that all Contractors abide by the requirements set out in the Data Protection Act 1998. Before the Council enters into any agreement with you, you must agree to the following:

Your Company shall;

- 1) comply with any statute, statutory instrument, rule, order or regulation under the Act
- 2) at all times have in place and maintain to the satisfaction of the Council procedures to protect any data from unauthorised or unlawful processing, unauthorised access to, loss, damage or destruction
- 3) keep the Council fully indemnified against all actions, claims, costs, expenses and damages brought against or suffered by the Council arising out of any breach of the above conditions or the principles of data protection. For clarification, any data is provided by the Council to the Contractor is solely to enable the Contractor to carry out work in relation to the contract. The Council remains the Data Controller and the Contractor is the Data Processor.

Strictly this data must not be disclosed to any other company or authority. When the contract has been completed then paper copies are to be shredded and electronic files are deleted and emails and attachments are also deleted. The Council reserves the right for us or our agents to carry out audits to ensure our data has been removed from your systems

**You are required to indicate your agreement to the conditions set out here by signing and returning with your tender submission.**

Signed:	Date:
Name (in block capitals):	
In the capacity of:	
(State official position, i.e. Director, Manager, etc.)	
Company:	
Address:	

<b>F9</b>	<b>EQUALITIES MONITORING FORM</b>
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For all Applicants to answer

This information is for monitoring purposes only. Read the definitions below and indicate whether the organisation falls into any of the listed categories.

Applicant may tick more than one box.

4.1	Is the organisation: (select one option (i) to (viii) only)	
(i)	a public limited company	Yes/No
(ii)	a sole trader	Yes/No
(iii)	a limited company	Yes/No
(iv)	a partnership	Yes/No
(v)	a not for profit limited company	Yes/No
(vi)	a Community Interest Company or Charitable Incorporated Organisation	Yes/No
(vii)	a registered Charity	Yes/No
(viii)	Other (specify):	
4.2	<p>An SME is a small or medium sized enterprise that has either less than 250 employees or with an annual turnover of less than €40 million, or both.</p> <p>Is your business an SME?</p> <p>If yes, tick the category below in which the organisation best fits:</p>	
	Micro (<10 employees)	
	Small (<50 employees)	
	Medium-Sized (<250 employees)	
4.3	<p>A Woman Business Owner (WBO) is an enterprise where women owners hold a majority ownership of the business.</p> <p>Is the organisation a WBO?</p>	
		Yes/No

4.4	A Disabled Business Owner (DBO) is an enterprise where disabled business owners hold a majority share ownership of the business.  Is the organisation a DBO?	Yes/No
4.5	A Black Minority and Ethnic (BME) business is an enterprise where the majority share ownership of the business is held by members of a minority ethnic group.  Is the organisation a BME?	Yes/No
4.6	A third sector organisation. If yes, tick the category in which the organisation best fits:	Yes/No
	Voluntary sector organisation	
	Social Enterprise	
	Not-for-Profit organisation	
	Charity	
4.7	Is your business none of the above?	

FOR INFORMATION ONLY , PLEASE REGISTER YOUR INTEREST

## F10 SUPPLIER FEEDBACK FORM

The Authority values the Applicants that apply for the opportunities that it makes available and as such the Corporate Procurement Team are keen to ensure that all Applicants have their say about how procurement processes are conducted.

Whilst it is not compulsory for Applicants to complete the below, all organisations are encouraged to take a few minutes to do so in order for the Corporate Procurement Team to continuously evaluate the delivery of service and to aid in improving processes.

Applicants are asked to complete the supplier feedback document in relation to this particular procurement. **Please note that your response to this questionnaire will have no impact on the outcome of the tender process and we would appreciate it if you could answer honestly to ensure we can accurately gauge the performance of the department.**

Questions	Very Satisfied	Satisfied	Neither	Dissatisfied	Very Dissatisfied	Not Applicable / Don't Know
Place a cross in the box that applies						
Thinking about any contact that you have had with the Procurement Representative named in the procurement document, how satisfied are you that...						
They were professional and polite						
They provided complete and accurate information when asked						
They demonstrated knowledge of the procurement process						
Thinking about this procurement opportunity, how satisfied were you...						
That it was handled in a timely and professional manner						
That I was provided with sufficient and appropriate information about the process						
With the overall procurement opportunity						
Thinking about the procurement process, how satisfied are you that...						
The procurement documentation is easy to understand and structured in a way that is straightforward						
You had sufficient time to offer a suitable response						

The e-Tendering system is easy to use						
What aspects of this process are you particularly pleased with and/or what suggestions do you have that might enable the Authority to improve the procurement process?						

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