

APPENDIX 4:

STANDARD SUBMISSION DOCUMENTS

Cultural Consultancy for the Arts in Somerset

SSDC Reference:	SSDC/202205KH
Pro Contract Reference:	DN 614362
Issue Date:	25 May 2022
Deadline for receipt of Quotations:	24 June 2022

PART TWO (TO BE RETURNED)

Insert name of Tenderer:

OVERVIEW OF THE EVALUATION PROCESS

The RFQ sets out the procedural requirements with which Bidders must comply when submitting a Quotation.

The process has been structured in the way that it has in order to:

- assist the Authority in identifying the Quotation which will be most economically advantageous to the Authority having regard to the Authority's stated requirements and objectives;
- make clear the requirements with which Bidders must comply and the basis on which the Quotations will be evaluated; and
- maintain competition throughout.

If a Bidder does not comply with any of the requirements contained in this RFQ and this **Appendix 4: Standard Submission Documents**, the Authority may (in its sole discretion) disqualify the Bidder.

It is the responsibility of each Bidder to ensure that they have all the information they need to prepare their Quotation.

DOCUMENTS FOR RETURN

RFQ Response Questionnaire

Please complete the following in respect of the point of contact and responsibility for the entirety of this Questionnaire and full understanding of the associated Bid documents. This document will form part of the final contract

Name of Supplier:	Supplier to complete
Point-of Contact Name:	Supplier to complete
Position in Organisation:	Supplier to complete
Telephone Number:	Supplier to complete
Email	Supplier to complete
Date:	Supplier to complete

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusions please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” and/or “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2².
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

² See PCR 2015 regulations 71 (8)-(9)

1 Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1		
Applicant information		
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	

1.1(l)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <ul style="list-style-type: none"> a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual 	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ³ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: 4</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. 5 <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

³ See EU definition of SME: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

⁴ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

⁵ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model																																																										
Question number	Question	Response																																																										
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																										
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																											
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																											
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																																										
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 30%;">Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
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	The approximate % of contractual obligations assigned to each sub-contractor						
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Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

2 Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2		
Grounds for mandatory exclusion		
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	

2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion	
	Question	Response	
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>		
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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3 Part 3: Selection Questions

Accounts and financial statements

In respect of the organization for which prequalification is sought (the supplier organization), please provide the financial information described in a) through c) in the adjacent column.

In addition, where the supplier organization is a subsidiary in a group, the responses described in a) through c) are required for the organization overall responsible for the group.

Where a consortium or association is proposed, the responses described at a) through c) are required for each member of the consortium.

Section 4 Economic and Financial Standing		
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5 If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2	Contract 3
(a) Name of customer organisation			
(b) Name of point of contact in customer organisation			
(c) Position of above in the customer organisation			
(d) E-mail Address			
(e) Start Date			
(f) Completion Date			
(g) Value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	<p>Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?</p>	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
7.2	<p>If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p>	<p>Yes <input type="checkbox"/></p> <p>Please provide the relevant url ...</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation</p>

Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
a.	<p>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: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £10M</p> <p>Public Liability Insurance = £5M</p> <p>Professional Indemnity Insurance = £2M</p> <p>*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.</p>

8.2	Data Protection
	<p>Please confirm that your organisation complies with Data Protection legislation and that there have been no prosecutions of, or notices served on your organisation for breaches of data protection laws.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>SSDC will exclude organisations that have been in receipt of enforcement/remedial action orders unless they can demonstrate to SSDC satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p>If your answer to the above data protection question was 'no', please provide details of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>

8.3	Compliance with Equality legislation
	<i>For organisations working outside the UK please refer to equivalent legislation in the country that you are located.</i>

	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>SSDC will exclude organisations that have had a complaint upheld unless they can demonstrate to SSDC satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p>If you have answered 'yes' to one or both of the Equality legislation questions above, please provide a summary of the nature of the investigation and the outcome. If the investigation upheld the complaint, please explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p>
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8.4	Safeguarding “NOT APPLICABLE”
	<p>Please self-certify that your organisation has or can commit to putting in place prior to the commencement of the contract, a Safeguarding Vulnerable Adults and Children policy.</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>

8.5	Health & Safety
	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <p>Yes <input type="checkbox"/></p>

	<p>No <input type="checkbox"/></p> <p>All UK employers with more than five employees are obliged to have a health and safety policy signed and dated and updated regularly.</p> <p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>SSDC will exclude organisations that have been in receipt of enforcement/remedial action orders unless they can demonstrate to SSDC satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p>If your answer to the above H&S question was 'yes', please provide details of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>
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8.6	Parent Company Guarantee & Undertaking ("NOT APPLICABLE")
	<p>If applicable, Bidders are required to indicate for the purpose of their Tender, their willingness to provide a Parent Company Guarantee in the form set out in Appendix 7 of the Response Document.</p> <p>Please confirm:</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>

8.7	Collateral Warranty ("NOT APPLICABLE")
	<p>If applicable, Bidders are required to indicate for the purpose of their Tender, their willingness to provide a Collateral Warranty in the form set out in Appendix 8 of the Response Document.</p> <p>Please confirm:</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>

4 Part 4: Method Statements

Bidders are required to submit **a complete set of the Method Statements**.

Bidders are reminded that the Successful Bidder's Method Statements will be incorporated into the Contract and will become contractually binding on both parties. The Method Statements should therefore be written in a manner that allows them to be incorporated into the Contract and should not contain information which is not intended to be or is not contractual.

Bidders should note that:

- Each Method Statement should be clearly labelled indicating the title and number of each Method Statement at the top of each page;
 - The Method Statements should not include non-contractual text;
 - **Responses should be accurate and as succinct as possible, whilst covering all the specified topics.**
 - **Where questions contain a word limit it must be adhered to.**
 - You may include appendices to your Method Statements provided that you follow the following guidelines:
 - Appendices must be kept to a minimum and must be relevant and proportionate to the Method Statement in question.
 - Appendices must be limited to diagrams, flow charts, illustrations and relevant policy documents only.
- Therefore Bidders should ensure that all relevant information is included in the Method Statement itself.**
- If you wish to cross reference from one Method Statement to the other you may do so provided that you follow the following guidelines:
 - Keep cross referencing to a minimum and only include if the material would be duplicated otherwise. If you have sufficient word count please repeat the information.
 - If cross referencing you must include an explicit cross reference by way of: paragraph number, page number AND method statement number and title.

Evaluators will only evaluate the sections being cross referenced. Please note that if the cross reference is not explicit and the evaluators are unable to identify the section being cross referred to then they will not evaluate it.

Please Note: Method Statement will be assessed using the award scoring table detailed in **Appendix 3 - Selection and award criteria – Paragraph 21**. A score of 2 or below will be regarded as a Fail in respect of the Selection criteria.

The Method Statements required are as follows:

Criteria	Sub-Criteria	Question	Weighting
A) Resourcing			20%
	<p>SSDC requires clear evidence that the Contractor will provide adequate resources necessary to deliver the contract initially and throughout the term. This must demonstrate that all aspects of the commission have been considered, and resources specifically designated.</p> <p>Please provide a fully costed and resource proposal to deliver the Culture Strategy, to include</p> <ul style="list-style-type: none">a) A fully costed resourcing and project plan including day rates for appearance at examination, andb) A breakdown of the time allocated to each team memberc) Supporting CV's including details of qualifications and expertise (1 page max per individual, excluded from wordcount) <p>(Maximum 1000 Words) Excluding Project Plan</p>		
RESPONSE:			

Criteria	Sub-Criteria	Question	Weighting
B) Approach to the Commission: Management, Research, Engagement and Reporting			20%
	<p>Please describe the approach that you intend to deploy in order to address the objectives of the commission and deliver the Requirements as set out in the Specification of Requirements in terms of progress and information. To include:</p> <ul style="list-style-type: none">• How you will initiate, support, progress and complete the project.• Activities to be managed• Interface with Stakeholders and Consultees <p>Please describe any added value you believe your approach creates for the authority, particularly in relation to innovative approaches.</p> <p>(Maximum 1500 Words)</p>		
RESPONSE:			

Criteria	Sub-Criteria	Question	Weighting
C) Communication of findings			20%
	Please set out how you will deliver a concise and accessible report, giving examples to demonstrate this where possible, and how you will		

Criteria	Sub-Criteria	Question	Weighting
		<p>communicate findings that are easily understood by various audiences, including the Councillors, officers, general public, funders and stakeholders.</p> <p>(Maximum 500 Words but if available please include one example of a previous strategy you have delivered)</p>	
RESPONSE:			

5 Part 5: Pricing Schedule

General Notes

Please read carefully the instructions on this pro-forma. Tenderers are required to complete the Pricing Schedule. The pricing schedule will form the basis of the Tender submission. All prices shall be stated in pounds sterling and exclusive of VAT.

Costs will be inclusive of travelling time, mileage, equipment, overheads, profit and all other associated direct and indirect costs, which are not separately recoverable under the contract – That is an all-in rate.

The Fee

I confirm that the number of anticipated days to complete this work is:

	Total number of working days
--	-------------------------------------

I confirm that the total fee for the services (excluding VAT) are:

	Total inclusive fee (excluding VAT)
--	--

Please confirm your proposals for payments in accordance with the key milestones you have identified in your programme plan.

--

I / We offer to supply services as per the fee contained in the Price Schedule, in accordance with the Requirements, Terms and Conditions and all other documents forming the Contract.

Signed*:	Date:
Name (in block capitals):	

<p>In the capacity of:</p> <p>(State official position, i.e. Director, Manager, etc.)</p>		
<p>Organisation name and postal address:</p> 		
<p>Telephone No:</p>	<p>Fax No:</p>	<p>Email:</p>
<p>*(It must be clearly shown whether the Bidder 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 Bidder, the capacity in which he/she signs or is employed).</p>		

6 Part 6: Anti-Collusion Certificate

To: South Somerset District Council ("the Authority"),

Anti-Collusion Certificate

The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle we hereby certify that these are bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder. We have not (as defined in the Invitation to Tender):

1. Entered into any agreement with any other person with the aim of preventing Tender being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender are made; or
2. Informed any other person, other than the person calling for these Tender, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the Tender; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to 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 Tender or proposed Tender for the Services any act or omission; or
6. Canvassed any other persons referred to in paragraph 1 above in connection with the Contract; or
7. Contacted any officer of The Authority about any aspect of the Contract other than permitted as part of the procurement exercise for the purposes of, including (but without limitation), discussing the possible transfer to the employment of the Bidder of such officer or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tender nor (in the event of our Final Tender being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and the Authority.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:

Signed:

For and on behalf of:

For and on behalf of

Dated

Dated

7 Part 7: Confidentiality Undertaking

To: South Somerset District Council ("the Authority")

From: [] of (Registered Number []) [INSERT REGISTERED ADDRESS]
("Bidder")

Cultural Consultancy for the Arts in Somerset

("the Project")

WHEREAS:

- A. The Authority is conducting a major tendering process for the procurement of the Project.
 - B. The Authority intend to circulate certain documents and information relating to the Project ("the Tender Documents") to the Bidder.
 - C. The Tender Documents contain certain confidential information to which the Bidder may have access, ("the Confidential Information"), which is more particularly described in the Schedule hereto and includes all other documents made available now and in the future to the Bidder and identified as confidential.
 - D. The Authority gives to the Bidder the Confidential Information in order for the Bidder to submit a Tender subject to this undertaking.
1. We, the Bidder, undertake to the Authority in consideration of the sum of one pound sterling (£1) (the receipt of which is hereby acknowledged) that:
- a) We will hold the Confidential Information in the strictest confidence;
 - b) We will use the Confidential Information only for the purpose of preparing Tender and Final Tender (if applicable);
 - c) We will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to prepare the Tender and Final Tender (if applicable);
 - d) In relation to those third parties or employees who are given access to this Confidential Information, We will ensure that they keep the Confidential Information confidential and are bound by personal undertaking to the Authority in the same terms;
 - e) We will not copy or reproduce the Confidential Information in any way; and
 - f) We will not directly or indirectly uses the Confidential Information for any reason or divulge it without the Authority's prior written consent to any person, firm, company or other organisation save where We can show that the Confidential Information, (or the relevant part

thereof), has already come into the public domain or we are required to disclose the Confidential Information, (or relevant part thereof), by law.

2. We agree that any breach of this undertaking by us or any third party or employee to whom We release Confidential Information may result in legal proceedings being commenced against me, including a claim for the recovery of any losses or damages incurred by the Authority as a result of that breach. We shall in this respect be liable for and shall fully indemnify and keep indemnified the Authority against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this undertaking, however arising, by us or any third party or employee to whom We release Confidential Information.
3. We agree that this undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Dated

2018

LIMITED COMPANY

Signature
Printed Name
Name of Company
Registered Office Address
.....

PARTNERSHIP

Signature of Partners in firm
Printed Names
Name of Firm
Address
.....

SCHEDULE TO THE CONFIDENTIALITY UNDERTAKING

Confidential Information shall include but not be limited to:-

1. The documents for the Contract including without limitation the ITT and appendices, the Contract and its Schedules, the Specification, any amendments or revisions to the tender documents, the Workforce Information, and all other documentation issued by the Authority relating to the bid process ("the Tender Documents").
2. Details of any discussions with the Authority, its officers or advisers in connection with the Tender Documents and any information that may be obtained by us through observation at meetings, conferences, presentations and demonstrations or as the Authority, its officers or advisers may provide to us whether orally or in writing, electronically, physical or visual form regarding the bid process or the clarifications or proposals for the Contract.

8 Part 8: Freedom of Information Act 2000 (FOI) Exemption Form

Guidance

The Authority encourages its Tenderers to take their own legal advice about the FoI Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Tenderers should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.

Procedure

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or

“commercially sensitive”.

Please confirm below the documents considered confidential:

Confidential Information:

Commercially Sensitive Information:

2. The Authority is obliged to consider whether something, which its Tenderer claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Tenderer before disclosing the information.

Where the Authority decides to release such information, it will only do so in the following circumstances:

- Where the Tenderer consents; or
- Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question); or
- Where the Tenderer has been advised, at the time that the information is received, that the information will be released; or
- Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Tenderer will be sought in advance of a decision being made. Where the Tenderer refuses to agree to disclosure of the information, the Tenderer is able to refer the matter to the Information Commissioner at the Tenderer's expense.

Signed	Position
Print Name	Date

9 Part 9: Financial Assessment Tool – NOT APPLICABLE

10 Part 10: The Performance Regime (Key Performance Indicators) – NOT APPLICABLE

Performance KPI's are outlined in the specification, however detailed KPI's will be agreed with the successful tenderer as part of the contract establishment process.

11 Part 11: Parent Company Guarantee and Undertaking - NOT APPLICABLE

Bidders are required to indicate for the purpose of their Tender, their willingness to provide a Parent Company Guarantee in the form set out below by returning a complete undertaking in the form below.

TO: **SOUTH SOMERSET DISTRICT COUNCIL** of Brympton Way, Yeovil, Somerset BA20 2HT (the “Authority”);

1. In consideration of the Authority inviting []⁶ to tender and payment by the Authority of the sum of one pound (£1.00) the receipt of which is hereby acknowledged we hereby enter into this Parent Company Guarantee Undertaking.
2. We, []⁷ hereby irrevocably and unconditionally promise and undertake that in the event of the Detailed Solution submitted by []¹ being accepted by the Authority in accordance with the Detailed Solution and the Instructions to Bidders and, if requested to do so by the Authority we shall forthwith upon request properly execute and deliver to the Authority a Parent Company Guarantee in the form attached hereto and subject to the insertion of such details and the making of such revisions as the Authority may reasonably require in the light of the terms and the nature and the effect of the contract constituted by the Authority's said acceptance.

Dated this day of []

EXECUTED as a Deed by)

[]² by [a Director)

and its Secretary] or [two)

Directors]) Director (Signature)

.....

Name of above signatory (BLOCK CAPITALS)

.....

Director/Company Secretary (delete as appropriate)

.....

Name of above signatory (BLOCK CAPITALS)

⁶ Insert name of Bidder

⁷ Insert name of Bidder's ultimate holding company

PARENT COMPANY GUARANTEE

THIS AGREEMENT is made by Deed on the [] day of [] 20[].

BETWEEN:

- (1) [] Registered Company Number: [] whose registered office is at [] ("**the Guarantor**") and
- (2) **SOUTH SOMERSET DISTRICT COUNCIL** of Brympton Way, Yeovil BA20 2HT (the "Authority")

WHEREAS:

- A. This Guarantee is supplemental to a contract ("**the Contract**") dated [] and made between (1) [] Registered Company Number: [] whose registered office is at [] ("**the Contractor**") and (2) the Authority, pursuant to which the Contractor has agreed and undertaken to carry out [insert description] services for the Authority upon the terms and conditions set out in the Contract.
- B. The Guarantor has agreed to guarantee, as primary obligor on demand and without set-off or deduction, the due performance of the Contract by the Contractor, in the following manner.

NOW IT IS AGREED between the Authority and the Guarantor as follows:-

1. CONDITION PRECEDENT

- 1.1. This Guarantee shall not come into effect until the Contract has been executed and completed.

2. GUARANTEE AND INDEMNITY

- 2.1. The Guarantor agrees with the Authority as follows:-
 - (a) [That the Guarantor shall guarantee the due and punctual performance of the Contractor's obligations under the Contract];
 - (b) If the Contractor (unless relieved from performance by any clause of the Contract, or by the decision of a tribunal of competent jurisdiction) fails to observe or perform any of its duties

or obligations, or otherwise breaches its obligations under the Contract, or if the Contractor fails to pay any loss, debt, cost or any other sum due, or ceases to exist, or ceases trading for any reason, then the Guarantor[,independent of and separate to its obligation under subparagraph (a) above,] shall fully and promptly indemnify the Authority against all claims, demands, liabilities, losses, damages, costs and expenses which may be incurred by the Authority by reason of any such failure, breach or non payment on the part of the Contractor whether arising under statute, contract or at common law and on first demand by the Authority, unconditionally pay to the Authority the amount of those claims, demands, liabilities, losses, damages, costs and expenses without deduction or set-off.

- 2.2. Nothing in this Guarantee shall render the Guarantor liable to the Authority to any greater extent than it would have been liable had the Guarantor been the party to the Contract in lieu of the Contractor and subject to the same limitation periods which would apply to the Contract or the Contractor's liabilities arising from the same and with the same rights of defence.
- 2.3. This Guarantee shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Contractor under the Contract have been satisfied or performed in full, notwithstanding
- (c) any change in the constitution of the Guarantor, the Contractor or the Authority;
 - (d) any liquidation, administration or analogous event in relation to the Contractor;
 - (e) any arrangement between the Contractor and Guarantor;
 - (f) any waiver under the Contract whatsoever by the Authority; or
 - (g) any variation of the obligations undertaken by the Contractor whether by way of an addendum or variation.
- 2.4. This Guarantee shall be a primary obligation of the Guarantor and accordingly the Authority shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Contractor, to make any claim against or any demand of the Contractor, to enforce any other security held by it in respect of the obligations of the Contractor under the Agreement or to exercise, levy or enforce any distress, diligence or other process of execution against the Contractor. In the event that the Authority brings proceedings against the Contractor, the Guarantor shall be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings.
- 2.5. As long as any liability incurred by the Contractor to the Authority guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Contractor, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.
- 2.6. Any release, discharge, or settlement between the Guarantor and the Authority shall be invalid if anything provided by the Guarantor to the Authority under this Guarantee is subsequently declared void, set aside, or ordered to be refunded for any reason whatsoever.

3. AMENDMENTS TO THE CONTRACT AND CHANGES TO THE PARTIES

- 3.1. The Contract may be amended in any way without the Guarantor's consent. The Guarantor shall not be discharged or released from this Guarantee, nor shall its liability be affected or impaired by any agreement (including any amendment to the Contract), conduct, omission, breach, or repudiation by the Contractor or the Authority, or by any forbearance whatsoever on the part of the Authority.

4. NOTICES

- 4.1. Any notice or demand for payment by the Authority under this Guarantee shall, without prejudice to any other effective mode of serving or making the same, be deemed to have been properly served on the Guarantor if served on the Guarantor or its representatives personally, or delivered or sent by first class letter post, telex, electronic mail or facsimile, to the Guarantor or its representatives at its address as shown above, or its last known place of business. Any such notice or demand sent by first class letter post shall be deemed to have been served on the addressee at 10 a.m. on the next succeeding business day, or if sent by telex, electronic mail or facsimile, within one hour of the time of sending.

5. GENERAL

- 5.1. No failure or delay by the Authority in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise, or the exercise of any other right or remedy.
- 5.2. Each of the provisions of this Guarantee is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Guarantee shall not in any way be affected or impaired.
- 5.3. This Guarantee is and will remain the property of the Authority.
- 5.4. The Guarantor may not assign or otherwise transfer any of its rights or obligations under this Guarantee. The rights in and benefit of this Guarantee shall not be assignable by the Authority without the prior written consent of the Guarantor (which consent shall not be unreasonably refused, withheld or delayed).
- 5.5. The Guarantor warrants and represents to the Authority that it has full power and authority to enter into and perform its obligations under this Guarantee.
- 5.6. This Guarantee and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales.
- 5.7. A person who is not a party to this Guarantee shall not have any rights under or in connection with it.

EXECUTED AS A DEED the day and year first before written

Executed as a DEED by)

the Guarantor)

acting by:)

Director (Signature)

Name of above signatory (BLOCK CAPITALS)

Director/Company Secretary (delete as appropriate)

.....

Name of above signatory (BLOCK CAPITALS)

THE COMMON SEAL of THE)

SOUTH SOMERSET DISTRICT COUNCIL)

was affixed to this DEED)

BY ORDER)

Authorised Officer:

Seal Register No:

12 Part 12: Collateral Warranty. NOT APPLICABLE

Bidders are required to indicate for the purpose of their Tender, their willingness to procure a Sub-Contractor Warranty **in the form set out in the Contract documents** from their Sub-Contractors. If Bidders require any amendments to the document then they should provide a complete mark-up with their Tender.

13 Part 13: Data Protection Schedule

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc)</i></p> <p><i>The purpose might include e.g.: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Describe how long the data will be retained for, how it be returned or destroyed</i>

14 Part 14: Form of Tender

QUOTATION FOR: **Cultural Consultancy for the Arts in Somerset**

RETURN DATE **24 June 2022**

TO: **South Somerset District Council**

Sirs

We do hereby undertake to supply the services required to be done in accordance with the information provided in the Request for Quotation the fixed price sum of: (in words)

(£) excluding VAT

This offer will remain open for acceptance for **90 calendar days** from the date of this Quotation.

We confirm that we can start work within **X calendar days** of acceptance of the Quotation.

We are willing to enter into a Contract as set out in the standard Terms and Conditions attached to this Request for Quotation, to Supply the services within the time stated which will include all matters noted in the information provided.

In submitting this Quotation, we understand that the Employer does not bind himself to accept the lowest or any Quotation nor to remunerate any expenses in providing the Quotation.

Bids will only be accepted on this Form of Tender and must be returned to SSDC no later than the time and date specified above.

Yours faithfully

Signature of Supplier

Print Name

-- / -- / ----
Date

Official Position

Organisation Name & Address

**(It must be clearly shown whether the Supplier 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 Supplier, the capacity in which he/she signs or is employed).*

15 Checklist

Bid Submission Reference PART	Submission Requirement	Included
1.	RFQ Response Questionnaire – Potential Supplier Information	
2.	RFQ Response Questionnaire – Exclusion Grounds	
3.	RFQ Response Questionnaire – Selection Questions	
4.	RFQ Response Questionnaire – Method Statements	
5.	Completed Pricing Tables	
6.	Anti Collusion Certificate	
7.	Confidentiality Undertaking signed	
8.	Freedom of Information Act 2000 (FOI) Exemption Form completed and signed	
9.	Financial Assessment Tool(NOT APPLICABLE)	
10.	The Performance Regime (KPI's) NOT APPLICABLE	
11.	Parent Company Guarantee undertaking NOT APPLICABLE	
12.	Collateral Warranty NOT APPLICABLE	
13.	Data Protection Schedule (if applicable)	
14.	Form of Tender	
15.	Checklist	