
**Bath & North East
Somerset Council**

**INVITATION TO TENDER
for the Provision of
Maintenance of the Council's
CCTV Cameras & Video
Management System.**

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Glossary

SECTION 1 – THE REQUIREMENT

1.1

Bath & North East Somerset Council (B&NES) is a unitary authority responsible for the full range of local authority services. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and Wiltshire border. It employs around 6,400 staff.

Two thirds of the area's 570 sq. km (220 sq. miles) is green belt. Approximately half the 170,000 population live in Bath, a World Heritage Site. There are two other urban areas - Keynsham to the North West of Bath and Midsomer Norton / Radstock to the South West.

Corporate Vision and Objectives



One Council, One Public Service

Bath and North East Somerset Council is working to provide a cohesive and coherent service to our customers. This is being delivered for example through the development of our three One Stop Shops based in Bath, Keynsham and Midsomer Norton. They make available to customers a wide range of Council services from one location and also incorporate services provided by other public sector and third sector partners.

In addition to the three One Stop Shops, the Council has developed a comprehensive "Communications Hub" which is the main base for the Council's key telephony teams. In addition the Communications Hub acts as the Control Room for CCTV and radio communications, supporting the Council's Emergency Management / Business Continuity teams and other services during planned and emergency events.

This Hub enables close working with partner organisations such as the Police, Fire, Ambulance, Environment Agency, Bath & District Crime Reduction Partnership and Bath Improvement District.

1.2 Overview

The Council wishes to establish a single provider for:-

1. The provision of preventative maintenance for its CCTV Cameras and Video Management System, (as detailed in appendix 3)
2. Any additional expansions to its existing CCTV infrastructure during the duration of the contract.
3. Any new works up to the value of £10,000 will be exclusively given to the successful supplier, based on the prices quoted in the priced Schedule of Rates (appendix 5). Any works over £10,000 will be subject to an open quotation process, as per the Council's Standing Orders.
4. The provision of a callout service for ad hoc malfunctions for the Council's CCTV Cameras and Video Management System.
5. Email and telephone support (via a dial in facility) for the Council's Video Management System, Meyertech Fusion.

This is a goods and services contract being procured under the open procedure.

1.3 Background

Bath & North East Somerset Council currently has an infrastructure of 213 cameras throughout the authority.

70% of these cameras are linked back to our Control Room, within our Communication Hub, which is based in Lewis House. The remaining cameras are monitored locally.

The Lewis House Communication Hub is the location of our VMS Meyertech system; this displays all the linked cameras onto the operators decks through the software provided.

It is imperative that the successfully contractor is a registered partner of Meyertech.

Contractors should note that consideration will be given to the financial and technical aspects of the proposed CCTV system and the latest techniques, technical innovations and added value proposals will be measured on a cost effective basis.

1.4 Specification

The successful supplier must comply to the following regulations:-

- Human Rights Act 1998
- Regulation of Investigation Powers Act 2000
- Freedom of Information Act 2000
- Data Protection Act 1998
- BSEN 8418: 2015
- Installation & remote monitoring of detector activated CCTV systems BSEN 62676-1:2014(50132-1) Video surveillance for use in security application system requirements.
- British standard on security performance & connectivity on video transmissions BSEN 62676-1-2.
- British standard on the design, installation, commissioning, maintenance operational remote monitoring of detector activated CCTV BS8418
- British Standard on setting out specifications for how devices work together and connect across a network (BS EN 62676-2-1)
- British Standard that specifies a method of connectivity for IP video transmission devices using HTTP and REST services (BS EN 62676-2-2)
- British Standard that specifies a method of connectivity for IP video transmission devices using web based services (BS EN 62676-2-3)
- British Standard on how digital and analog devices exchange information (BS EN 62676-3)

Preventative Maintenance

- The service contact shall include for cyclical preventative maintenance, (as detailed in appendix 4), for all cameras and equipment (as detailed in appendix 3). The Council's cameras have been classified as gold/silver/bronze which will determine the frequency of the maintenance routines.
- The service contract will be fully comprehensive and the contractor shall allow in his tender sum for the cost of ALL labour and access equipment, required to undertake the maintenance and respire of the equipment detailed in the specification.

Call Out for Camera Malfunctions

The call out service for camera malfunctions must include the following:-

- Availability & support from Supplier's Service Desk 24 hours per day 365 days per year.
- Availability & support of an engineer to site 24 hours a day 365 days per year.

- If required, engineer to be on site within 8 hours of initial call for cameras classified as gold. This information will be provided when a service call is logged.
- If required, engineer to be on site within 12 hours of initial call for cameras classified as silver. This information will be provided when a service call is logged.
- If required, engineer to be on site within 24 hours of initial call for cameras classified as bronze. This information will be provided when a service call is logged.
- Following engineers visit to site, camera to be in full working order (if no replacement required) within 12 hours.
- Telephone call to B&NES representative on call fixes to verify call closure.
- Full fault fix report to be emailed to B&NES named representative within 8 hours of call closure.
- Use of free of charge Cherry Picker & driver (if required on call outs). Equipment needs to be able to reach a minimum height of 5 meters.
- All call out requests will be followed up with an official B&NES purchase order number. This purchase order number must be quoted on all supplier invoices.

Additional / New Works

- Additional works / additions to infrastructure may be required during the duration of the contract. Any new works up to the value of £10,000 will be exclusively given to the successful supplier, based on the prices quoted in the priced Schedule of Rates. Any works over £10,000 will be subject to an open quotation process, as per the Council's Standing Orders.
- Any new works, up to the value of £10,000, will be subject to a survey and a written quotation.
- All new works surveys & quotes to be free of charge.

Asset Management

- It is possible that cameras may be de commissioned & new ones added during the duration of the contract. These changes will be discussed at the monthly contract meetings where any adjustments to price will be discussed and documented.

Contract Management & Administration

- The successful contractor must nominate an account manager for the duration of the contract.
- Monthly account reviews will be required to maintain open discussion between the Council and Contractor. These must be in the form of on-site meetings and will be used to discuss any open maintenance issues and/or

ongoing project work. At least one service review per year will include an innovation discussion.

- The contractor will be required to present detailed key performance reports (KPIs) at the monthly reviews where any necessary improvements will be agreed and documented.
- No work must be undertaken without an official Bath & NE Somerset purchase order. This purchase order must be quoted on all invoices.
- Any instruction must come from the nominated B&NES representative. The supplier must not take instruction from any other B&NES member of staff.

1.5 Term of Contract

- The term of the contract will be 3 years with the option to extend for a further 2 years.

1.6 Dates

- The Contract is scheduled to commence 1st April 2018.
- Please see section 2.18 for a full list of timescales.

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.

Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-tendering system at www.supplyingthesouthwest.org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.

If you are still unable to resolve your issue in using the system you should send an e-mail to ProContractsuppliers@Proactis.com explaining the nature of your query.

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

As 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 noon 15th January 2018**.

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time. Emailed or hard copy Tenders will not be accepted.

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.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered.

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/works 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 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 Grounds for Rejection

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:-

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Tenderers;
- the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 and/or fails to certify at Section 2.1 that it has fulfilled these requirements;
- the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
- dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

2.11 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 them 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.

2.12 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. The exemptions include 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.

2.13 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](#)

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.

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. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a tender, the supplier accepts the Council's right to publish details of expenditure as well as information contained within the supplier's tender.

2.14 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.

2.15 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.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware and 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.

2.16 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. Before they start procurement, commissioners should think about how the services they are going to buy, or the procurement process they are going to use to buy them, could secure the most valuable benefits for their area.

The benefits sought should depend on what would best meet that area's particular needs, and could be in the form of social benefits (for example reducing anti-social behaviour), economic benefits (for example increasing local employment), or environmental benefits (for example reducing local congestion).

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@bathnes.gov.uk

2.17 Step-In Rights

Please note that the Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

2.18 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
Tuesday 5 th December 2017	ITT issued to potential suppliers
Wednesday 20 th December 2017	Closing date for clarification questions to be submitted
Wednesday 3 rd January 2018	Council responds to clarification questions
12 noon Monday 15 th January 2018	Closing date and time for receipt by the Council of tenderers responses to the ITT
Monday 22 nd January 2018	Evaluation of the ITT responses by tender panel & supplier financial accounts by Internal Audit
Monday 29 th January 2018	Award decision made and standstill letter issued
Monday 9 th February 2018	Expiry of standstill period
Monday 16 ^h February 2018	Contract award concluded
Monday 2 nd April 2018	Commencement Date of Contract

2.19 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 including specification	x
Section 2 – Instructions to Tenderers	x
Section 3 – Questionnaire	✓
Section 4 – Pricing Schedule	✓
Section 5 – Evaluation and Award	x
Appendix 1 – Non Collusion Certificate	✓
Appendix 2 – Terms and Conditions of Contract	x
Appendix 3 – Details of Cameras and Equipment	x
Appendix 4 – Maintenance Routines	x
Appendix 5 – Schedule of Rates for New Works	✓
Appendix 6 – Routine Maintenance	✓

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.

B. Qualification Questions

Supplier information

1.1 Supplier details	Answer	
Full name of the Supplier		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> 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)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> 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	<input type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.	<input type="checkbox"/> Yes Consortium members Lead member

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

<p>Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>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.</p>	<p><input type="checkbox"/> Yes</p> <p>Consortium members Current lead member Name of Special Purpose Vehicle</p>

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

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p>
1.4.2	<p>Is it a legal requirement in the state where you are</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

	established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.
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Grounds for mandatory exclusion

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

If you have answered “yes” to question 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 authority 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
a) 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;		
b) 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;		
c) the common law offence of bribery;		
d) 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;		
e) 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;		
f) 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;		
g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		

h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
i) 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;		
j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
k) an offence under section 59A of the Sexual Offences Act 2003;		
l) an offence under section 71 of the Coroners and Justice Act 2009		
m) 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		
n) 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.		

<p>Non-payment of taxes</p> <p>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?</p> <p>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?</p>		
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Grounds for discretionary exclusion

The authority 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
(a) 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;		
(b) 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;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) 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;		
(f) 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;		
(g) 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;		

<p>(h) your organisation—</p> <p>(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</p> <p>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or</p>		
<p>(i) your organisation has undertaken to</p>		
<p>(aa) unduly influence the decision-making process of the contracting authority, or</p>		
<p>(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or</p>		
<p>(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>		

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, 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 Authority should not represent a conflict of interest for the Supplier.

Taking Account of Supplier's Past Performance

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

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

‘Self-cleaning’

Any 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 authority in each case.

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

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

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

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

Economic and Financial Standing

Financial Information									
4.1	<p>Please provide one of the following to demonstrate your economic/financial standing;</p> <p>Please indicate your answer with an 'X' in the relevant box.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) A copy of the audited accounts for the most recent two years</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b) 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</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) 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).</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years		(b) 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		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) 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).	
(a) A copy of the audited accounts for the most recent two years									
(b) 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									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) 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).									
4.2	<p>Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this ITT, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.</p> <p style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>								
4.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of the organisation</td> <td style="width: 50%;"></td> </tr> <tr> <td>Relationship to the Supplier completing the ITT</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p> <p style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	Name of the organisation		Relationship to the Supplier completing the ITT					
Name of the organisation									
Relationship to the Supplier completing the ITT									

Technical and Professional Ability

5	Relevant experience and contract examples			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public, private or not-for-profit sector, that are relevant to the Authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority 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 will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</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 principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		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.

C Project Specific Questions

No	Question	Question Weighting
1	Please provide evidence of 3 successful CCTV maintenance contracts with other local authorities or clients of a similar size. List the clients, locations and contract dates where the successful CCTV maintenance has been carried out.	8%
	Please enter question response here:	
2	Please provide evidence of 3 successful CCTV installations for other local authorities or clients of a similar size. List the clients, locations and dates where the successful CCTV installations were been carried out.	4%
	Please enter question response here:	

3	Please provide evidence where your company has successfully converted analogue PSS CCTV images to operate on an IP video management system and video wall. You must demonstrate where this has been carried out without failure or loss of CCTV service.	8%
	Please enter question response here:	

Insurance

<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:</p> <p>Employer's (Compulsory) Liability Insurance = £5m Public Liability Insurance = £5m Professional Indemnity Insurance = £5m Product Liability Insurance = £5m</p> <p>* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<p>Please note this requirement is not applicable to Sole Traders.</p> <p>* Bath & North East Somerset Council has a mandatory requirement of £5m for Employer's Liability and Public Liability Insurances</p>	
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Compliance with equality legislation

<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>		
	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Environmental Management

	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<p>(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 Authority will not select supplier(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	
	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Health & Safety

	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</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>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude supplier(s) that have been in receipt of enforcement/remedial action orders unless the supplier(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Terms & Conditions

The Council's Terms and Conditions of Contract are attached at Appendix (2). Please indicate in the table below your acceptance of these.

	Comply	Partially	Do Not Comply
Part A			
Part B			
Part C			
Part D			
Part E			
Part F			

If you do not comply with the Terms & Conditions in full, please state which clauses you do not comply with and state the reasons why in the table below.

Clause Title	Clause Reference	Issue

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.

SECTION 4 – PRICING SCHEDULE

4.1 Pricing

Tenderers must complete the table in ProContract with all the proposed charges/prices to provide the requirement(s) as well as any supplementary spreadsheets to provide transparency of the metrics used for calculating fixed minimum and variable charges.

All charges/prices must be in pounds sterling and should be exclusive of VAT. All pricing information will form the basis of any resulting framework or contract.

Please complete & upload the following priced appendices:

- 1. Schedule of Rates for New Works – Appendix 5**
- 2. Routine Maintenance – Appendix 6**

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation and Award

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures. Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

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.

The decision of the award will be based on the evaluation criteria as outlined under Award Criteria and Weightings.

Tenderer(s) that are successfully awarded will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations 2015.

Tenderers who have not been successful will equally receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulation 2015.

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 and will not be liable for any costs incurred by the Tenderers in preparing their responses.

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.

5.1ii Evaluation of the project specific questions (Section 3 Part C)

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 Price Schedule will give the award score in terms of Price.

AWARD CRITERIA & WEIGHTINGS		
Price	80%	
Quality	Pass/Fail	Section 3.1
Quality	20%	Project specific questions. Maintenance : 8% Installations: 4% Conversion of images : 8%
<p>All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.</p> <p>Pass / Fail: Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender not proceeding to full evaluation.</p> <p>Quality Scoring</p> <p>Where responses to questions are to be scored, the following scores are applied by Evaluators to a Tenderer's submitted responses.</p> <p>The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.</p> <p>0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Tenderer's experience, capacity and capability to meet its requirements.</p> <p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Tenderer's experience, capacity and capability to meet its requirements.</p> <p>3 – The response is satisfactory and supported by an acceptable standard</p>		

of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Tenderer's experience, capacity and capability to meet its requirements.

4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Tenderer's experience, capacity and capability to meet its requirements.

5 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Tenderer's experience, capacity and capability to meet the Council's requirements.

Applying weightings to scores

The weighting for the overall tender between quality and price is listed in the table above. The quality and price criteria are given sub-weightings (also listed above).

The total score will depend on the number of questions for that criterion. So if there are 20 questions for Contract Management, for example, then the maximum marks will be 100 (20 x 5) because each question is scored out of 5.

The weighted score is the total score represented as a percentage of the sub-weighting. So if the sub-weighting for Contract Management was 20%, then scoring 100 would achieve the full 20%. 50 would achieve 10% out of 20% etc.

All sub-criteria weighted scores are added together to achieve a total weighted score out of the main quality weighting.

Price Evaluations: The scoring is carried out within an Excel spread sheet outside of the e-tender system.

All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.

Example with price weighting 40%, the calculation is:

$(40 * \text{lowest price}) / \text{bid price}$

The lowest price bid would receive the full 40 points.

The price weighting applicable to this tender is in the table above.

5.2 Clarifications

Upon examination of the tenders, it may be necessary for the evaluators to request clarifications from the tenderers. The question(s) will be submitted on the e-tendering system and tenderers must respond in the same manner.

Clarifications received from tenderers outside the e-tendering system will not be responded to.

It may be necessary to also hold a clarification meeting with one or more tenderers for due diligence purposes. These may result in the initial scores being moderated.

5.3 Site Visits

It may be necessary for the tender panel to undertake a site visit (where appropriate) to see a service in situ at a tenderer's customer offices. If this is carried out as part of the evaluation of the tender, then the site visit must be scored and scores will be included as a weighting in the quality section of the table above.

If the visit is for due diligence purposes only, it will not be scored.

5.4 Final score

All the scores from the tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a final score and the tenderer with the best overall score shall be identified. Notes MUST be kept of the reasons for deciding on the scores.

5.5 Customer References

The tender panel will take up references for the winning Contractor.

5.6 Evaluation Report and Recommendation

An evaluation report will be produced by the evaluators and a 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 and Debriefing

Upon completion of the tender exercise, the Council will debrief the successful and unsuccessful tenderers as follows:-

The successful company will receive a written notification letter that the Council is intending to award them the business subject to a 10 day standstill period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer 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 explain the 10 day standstill period and must state the name of the winning tenderer, the overall score of all the tenders and reasons to justify the award and must pertain to the published award criteria. The Council must explain the advantages of the winning tender and the disadvantages of the unsuccessful tenders.

The 10 day standstill period generally starts on the day after the date of the notification letter. The letter will advise the date the standstill elapses which shall not be on a weekend or Bank Holiday.

Tenderers should submit a request for further information in writing within 2 calendar days of the date of the notification letter. The Council must give its debriefing at least three working days before the end of the standstill period. A debrief requested outside of the standstill period or after the first 2 calendar days must be responded to by the Council within 15 days after the date of the request.

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

- Appendix 1 : Non –Collusion Certificate
- Appendix 2 : Terms and Conditions of Contract
- Appendix 3 : Details of Cameras and Equipment
- Appendix 4 : Maintenance Routines
- Appendix 5 : Schedule of Rates for New Works
- Appendix 6 : Routine Maintenance

APPENDIX 1

NON-COLLUSION CERTIFICATE

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' or `End User' means any other contracting bodies described in the 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 Framework Mini Competition;

`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 Appendix 2 – Specification;

'Tender / Tenderers' means a Contractor submitting a tender to the Council for inclusion on the Contract: