

Volume Two (2) Applicant’s Offer

Selection Questionnaire /

Invitation to Tender

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| Contract for:  Replacement Lift – Passmore Edwards Building, Camborne |

Closing time and date for return of submission:

**12:00 (Noon) 29/03/2021**

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| Name of Applicant: |

Please return electronically to:

[tenders@camborne-tc.gov.uk](mailto:tenders@camborne-tc.gov.uk)

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

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# Section 1 – General Notes

1. This document should be read in conjunction with the supporting information contained within Volume 1 “Invitation to Tender - Background Information, Instructions and Conditions of Tender” and associated documents also referenced.
2. This document and associated documents will form the basis of the Applicants formal tender response. Care should be taken to ensure that it is completed accurately, and all information required to submit a compliant tender is done ahead of submitting any final response.

# Section 2 – Selection Questionnaire

1. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Council is under a legal or regulatory obligation to make such a disclosure.
2. The Applicants attention is further drawn to supporting guidance and information as included in “Volume 1” document related to this procurement process.

**Notes for completion**

1. The “Council” means the contracting Council, or anyone acting on behalf of the contracting Council, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “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 Council 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 Council 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. 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.

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| **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** | **Potential supplier 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) | Please mark ‘X’ in the relevant box to indicate your trading status | 1. a public limited company |  |
| 1. a limited company |  |
| 1. a limited liability partnership |  |
| 1. other partnership |  |
| 1. sole trader |  |
| 1. other (please specify) |  |
| 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? |  | |
| 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? |  | |
| 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) | Please mark ‘X’ in the relevant box to indicate whether any of the following classifications apply to you | 1. Voluntary, Community and Social Enterprise (VCSE) |  |
| 1. Small or Medium Enterprise (SME) |  |
| 1. Sheltered workshop |  |
| 1. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? |  | |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable) | | |
| Name: |  | |
| Date of birth: |  | |
| Nationality: |  | |
| Country, state or part of the UK where the PSC usually lives: |  | |
| Service address: |  | |
| The date they became a PSC in relation to the company (for existing companies the 06 April 2016 should be used): |  | |
| Which conditions for being a PSC are met: |  | |
| Over 25% up to (and including) 50% |  | |
| More than 50% and less than 75% |  | |
| 75% or more |  | |
| 1.1(o) | Details of immediate parent company (Please enter N/A if not applicable) | | |
| 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): |  | |
| 1.1(p) | Details of ultimate parent company (Please enter N/A if not applicable) | | |
| 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): |  | |
| **Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the Persons of Significant Control of them.** | | | |

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| **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?  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. | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
|  |  |
| 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** | **No** |
|  |  |
| 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. | | |
| 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: |  | |
| The approximate % of contractual obligations assigned to each sub-contractor: |  | |
| **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 Council 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 |  | |

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| **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) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |  | |
| **Please indicate your answer by marking ‘X’ in the relevant box.** | |
|  | **Yes** | **No** |
| Participation in a criminal organisation  If Yes please provide details at 2.1(b) |  |  |
| Corruption  If Yes please provide details at 2.1(b) |  |  |
| Fraud  If Yes please provide details at 2.1(b) |  |  |
| Terrorist offences or offences linked to terrorist activities  If Yes please provide details at 2.1(b) |  |  |
| Money laundering or terrorist financing  If Yes please provide details at 2.1(b) |  |  |
| Child labour and other forms of trafficking in human beings  If Yes please provide details at 2.1(b) |  |  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted. If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  | |
| 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** | **No** |
|  |  |
| 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? |  |  |
| 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 Council 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 number** | **Question** | **Response** | |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  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. |  | |
| **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 3.1(a) | Breach of environmental obligations?  If yes please provide details at 3.2 |  |  |
| 3.1 (b) | Breach of social obligations?  If yes please provide details at 3.2 |  |  |
| 3.1 (c) | Breach of labour law obligations?  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?  If yes please provide details at 3.2 |  |  |
| 3.1(e) | Guilty of grave professional misconduct?  If yes please provide details at 3.2 |  |  |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition?  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?  If yes please provide details at 3.2 |  |  |
| 3.1(h) | Been involved in the preparation of the procurement procedure?  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?  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.  If Yes please provide details at 3.2 |  |  |
| 3.1(j) - (ii) | The organisation has withheld such information.  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.  If Yes please provide details at 3.2 |  |  |
| 3.1(j)-(iv) | The organisation has influenced the decision-making process of the contracting Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.  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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| **Section 8** | **Additional questions** | | |
| **Question number** | **Question** | **Response** | |
| **8.1** | **Insurance** |  | |
| 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(Please indicate your answer by marking ‘X’ in the relevant box): | | **Yes** | **No** |
| Employer’s (Compulsory) Liability Insurance = £5m | |  |  |
| Public Liability Insurance = £10m | |  |  |
| Product Liability = £5m | |  |  |

Additional questions that may be asked but which are reportable to CCS through the Mystery Shopper scheme:

|  |  |  |  |
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| **8.2** | **Health and Safety Management** | | |
| (Please indicate your answer by marking ‘X’ in the relevant box): | | **Yes** | **No** |
| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | |  |  |
| Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | |  |  |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | |  |  |

# Section 3 Preliminaries for the provision of Replacement Lift

**Please see below the accompanying Specification and Applicants Response Section**

## Part A: Preliminaries

### Scope of Services

1. The scope of the Services required is for replacement lift to The Passmore Edwards Building, The Cross, Cross Street, Camborne, Cornwall, TR14 8HA
2. Camborne Town Council have the requirement to decommission an existing hydraulic passenger platform lift and assemble and install a new replacement.
3. The existing lift is Swedish manufactured CIBES-HISSEN Model Axess A5000 (manufactured 18-06-2001)
4. The lift is situated in the Passmore Edwards building which is the Towns Library and main administrative offices for the Town Council.
5. The Passmore Edwards Building has a Grade 2 listing.
6. The Asbestos Survey for the building is included in the tender pack
7. The full details of the sites can be found in the accompanying Schedules.
8. In addition to the specific performance standards the Contractor accepts to comply with the below requirements as part of the contract:
9. Furnish all labour, equipment and supplies and materials required to perform the Contract in accordance with the specifications contained herein and the provisions of the Contract.
10. Responsible for the Health and Safety of their employees and the public liability towards the general public. Evidence of compliant health and safety training including should be held on file by the Contractor and be made available to the Council throughout the duration of the contract should it be requested.
11. Supervise their staff appropriately to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Council as commissioning organisation.
12. Keep a record of all risk assessments and COSHH data for and to supply a copy to the Council upon request.
13. Ensures that none of its employee’s smoke in any Council facility.
14. Maintain its own public liability insurance for the duration of the Contract
15. Ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.
16. Be solely responsible for breakage or theft by the Contractor’s employees or agents.

### Storage of Materials and Equipment

1. The Contractor will be responsible for safe storage of equipment and materials and ensuring the site is maintained in a tidy state. The Council shall not be liable for loss of materials stored within these facilities.

### Provision of Services

1. The Contractor shall be allowed free use of water and electricity for Services related to the fulfilment of the Contract. The Contractor shall be mindful to use such services in an efficient and economical manner.

### Protection of Existing and Adjoining Building etc.

1. The Contractor shall ensure nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to ensure the Work is to be carried out to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

### Liaison with Other Contractors

1. The Contractor is to note that other works may be carried out concurrently with the Contract and the Contractor is to allow for working in conjunction with and liaising with the Employer and any other contractor. Any costs incurred in complying with this requirement are deemed to be included in the Contractor's tender.

### Access to Premises / Sites

1. The Council will ensure the Contractor has controlled access to the site in working hours (8.30 to 17.00 hrs) Monday to Friday.

### Security

1. The Contractor’s Operatives will be required to ensure that they have ID visible during the time they are onsite either via an approved lanyard, or card holder clipped to the Operatives apparel.
2. By undertaking their duties, the Contractor’s Operatives shall be mindful of their actions in a manner that prevents unauthorised persons access to materials and equipment that may cause harm, theft or damage as a result of their actions.

### Apparel

1. Contractor Operatives will be required to look professional and presentable when working on Council premises. Apparel for Contractor Operatives will be practical for the Services performed, but readily distinguish the Operative as an appointed person to work on the premises.

### Materials

**Unsatisfactory Work**

1. If the Contractor shall fail to remove or make good any defective or unsatisfactory Work when ordered to do so by the Contract Administrator, the Employer shall have power, after not less than 48 hours written notice to the Contractor (or in the case of repeated default in respect of the same Works such lesser period of notice as the Contract Administrator may in their sole discretion consider appropriate) to take the Work out of the Contractor's hands and cause the Work to be completed and/or make good the unsatisfactory Work and may offset, from any money due to the Contractor, the full amount of any costs incurred in so doing including the Employer's administration costs. No payment will be made for such unsatisfactory Work.
2. The Contractor shall ensure that all defects/faulty work of whatever nature is corrected at the Contractor’s sole expense to the entire satisfaction of the Contract Administrator. For the avoidance of doubt, no payment shall be made to the Contractor for the rectification of the Contractor’s defective work.
3. The Contractor shall provide to the Contract Administrator digital photographs to confirm the rectification of defective work.

**Provision of all Materials, Plant, Labour etc**

1. The Contractor shall provide and bear the expense of all materials, plant, labour, matters and things of every description that may be a prerequisite for properly executing the Works.
2. Any materials to be used shall be new materials (unless otherwise specified) and in accordance with the specifications and standards set out in the Contract Documents. The goods supplied shall be of quality or sort specified and where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution, or equivalent, is current at the date of this Contract then all goods and materials used or supplied hereunder and all Work in execution of the Contract shall be in accordance with that standard unless a higher standard is specified in the Contract.
3. The Contractor must make adequate provision for holding stock of plant and equipment in the operational areas, together with having sufficient labour to meet the requirements of the Employer in accordance with the Contract. The Contractor should be aware that it is unlikely there will be storage facilities available to the Contractor at the various Schemes and the Contractor shall therefore make due allowance within the tender for any and all storage provisions that are deemed necessary.

**Statutory Obligations**

1. The Contractor shall comply with, and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, in particular the requirements of:

1. Regulatory Reform (Fire Safety) Order 2005,
2. Health and Safety at Work etc Act 1974,
3. the Management of Health and Safety at Work Regulations 1999,
4. the Manual Handling Operations Regulations 1992 ,
5. the Personal Protective Equipment at Work Regulations 1992 ,
6. the Provision and Use of Work Equipment Regulations 1998,
7. the Control of Substances Hazardous to Health Regulations 2012 (COSHH),
8. the Work at Height Regulations 2005,
9. the Control of Asbestos Regulations 2012, the Reporting of Injuries,
10. the Construction Design and Management regulations 2015,
11. the Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) and;
12. all other such regulations as may be appropriate, subsequent amendments or re-enactments thereto and with the regulations made thereunder, in relation to all Work to be executed under the Contract.

### Health and Safety matters

1. The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary health and safety regulation that is relevant. The Contractor shall undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract.
2. Construction (Design and Management) Regulations apply and for the purposes of the Contract the Contractor would be deemed as Principal Contractor under the Regulations. The Contractor’s attention is also drawn to Pre-Construction Information as required by CDM 2015 by the client.
3. The Contractor shall, without prejudice to any other statutory requirements, comply with and maintain welfare and safety measures up to the standard outlined in the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all requirements under the Act are to be fully complied with by the Contractor, their Sub‑Contractors and by their employees. Under no circumstances are the Contractors (or any sub-contractors) operatives, staff etc., to approach residents for the use of welfare facilities or to use the site or any part thereof as a public toilet. Any breach by the Contractor of this condition will result in the Contractor being required to remove and replace the operative at no extra cost to the Employer.
4. The Contractor shall produce, at the Contract Administrator's request, whether in combination or as separate documents, a copy of the Health and Safety Policy Statement, the Health and Safety Framework, and sample risk assessments and method statements (also called plan or works or safe system of work) issued by the Contractor or to their Supervisors and employees in respect of Works and undertake to supply copies of all subsequent amendments or additions thereto to the Contract Administrator.
5. The risk assessments and method statements may initially be generic in nature but must be tailored for the particular environment, activity, equipment and personnel specific to each location and activity before work commences.
6. In addition, the Contractor in compliance with Statutory Requirements is to use products, methods of work and protective measures which will minimise health and safety hazards. The Contractor must ensure that all of their operatives (and those of any approved Sub-Contractors) are fully trained and conversant with the operation of all machinery and equipment used by the Contractor under this Contract and shall provide evidence to this effect to the Contract Administrator prior to the Commencement Date of the Contract.

### Protection to the public and others (General)

1. When working in scheme or premises, the Contractor shall provide for the efficient protection of the Public, including visitors, Employer’s Staff and all other persons occupying or using the premises or adjoining premises, including unauthorised persons.
2. The Contractor shall take all necessary precautions to safeguard the health, safety and welfare of the public with particular attention to the matters detailed below.
3. This is in addition to all common law and statutory obligations and other codes of practice on health and safety matters. The Contractor shall ensure that the Public and others are protected during Works being carried out and in times of non-work operations. This shall include securing the site to prevent unauthorised or in advertent access by the Public or others.

### Safeguarding Access to the Site

1. The Contractor shall take all precautions to eliminate as far as possible the danger to the occupier or the public arising from the entry and exit (including by vehicles) to and from any Scheme. This shall include, for the whole duration of the Works, efficient watching during the ingress and egress of all vehicles and efficient warning of movement of such vehicles to members of the public on the public highway and to persons within the site as necessary and provision of all warning notices.

### Safeguarding Public Access to Parts of the Schemes

1. Those parts of the site which must remain open to occupiers or the public whilst Work is being undertaken shall be provided with proper footways, guard rails and other protective measures to ensure the safety of the occupiers or the public.
2. The Contractor shall also provide and maintain temporary access facilities where necessary. The Contractor shall not block the access of occupiers or the public to estate roads, parking areas of pathways during the progress of the Works.
3. The Contractor shall remove all rubbish, plant, tools and materials from areas used by the public to a central storage point as Work proceeds and specifically at the end of each working day and at completion.

### Fire Hazard/Precautions

1. In addition to any fire precautions by the various Acts and Regulations, the Contractor shall ensure that all fire access routes are kept clear at all times. There shall be no storage of flammable liquids, compressed gases or combustible materials within the buildings.
2. There will be no smoking on the site. There will be no burning of waste material or debris on site.

### Provision of Warning Notices

1. The Contractor shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials.
2. All safety signs must conform to the he Health and Safety (Safety Signs and Signals) Regulations 1996.
3. The Contractor shall also provide the Contract Administrator with all relevant information on any dangerous noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site.
4. This information shall include details of the substance or process to be used, handled and the precautions and protective measures the Contractor intends to take.
5. Such information shall be provided at least 14 days before the substance or process is to be used or handled.

### Reporting of Accidents and Dangerous Occurrences

1. The Contractor shall make adequate arrangements for reporting accidents and dangerous occurrences as required by The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR 95) and any amendments, modifications or substitution of/for those Regulations. In addition, accidents and dangerous occurrences must be reported to the Contract Administrator.
2. In the event that a Health and Safety incident occurs resulting in injury or not then this shall be reported as soon as practically possible by the Contractor to the Council Premises Manager. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

### Safety of Other

1. Take all necessary precautions to prevent injury to persons by implementation of appropriate measures including for example those as set out as follows:
2. Discouraging and preventing trespass including erecting adequate temporary barriers where appropriate and ensuring ladders cannot be climbed when not in use.
3. Taking precautions where barriers are not or are not likely to be effective or not possible.
4. Immobilising and making safe all vehicles, plant and equipment.
5. Stacking materials in a safe manner to prevent their easy displacement.
6. Preventing access to and safely storing materials and especially hazardous materials.

### The Employer’s Policy

1. Have full regard throughout the performance of the Contract for the safety of all persons who may be affected by the Contract and keep all sites, plant, vehicles and machinery under control in an orderly and safe state and maintain at no cost to the Employer all guards, barriers, warning signs or anything provided in the interests of health, safety and welfare in pursuance of the relevant statutory requirements and where necessary or required by the Contract Administrator or by any competent statutory or other authority for the protection or for the safety and convenience of the public or others.
2. The Contractor is to include within the tender for all costs incurred in complying with all health, safety and welfare regulations required relating to all of their employees (including those employed by any sub-contractors who may have been employed by the Employer) employed during the execution of the Contract, or all persons who may be affected by the Contract.
3. Provide the Contract Administrator before the commencement of the Contract with a copy of the Contractor’s Health and Safety Policy, together with Codes of Practice, Operational Guidelines, Provisions and Procedures relating to all activities undertaken in connection with the Contract and provide such other information and documents which will require the compliance of the Employer or their representative when visiting the site.
4. Provide the Contract Administrator with copies of all method statements and risk assessments without which Work will not be allowed to commence.
5. Maintain at a local office or other locations agreed by the Contract Administrator, copies of all legislation, Codes of Practice, Guidance Notes, Rules, Regulations, Registers, Working Practices, Method Statements, Risk Assessments and Safety Policy relevant to the type of work undertaken, allow employees to use and refer to them and allow Contract Administrator to inspect them at regular intervals.
6. Nominate a person to be responsible for Health and Safety matters and notify Contract Administrator of the name of that nominated person, together with details of recognised professional health and safety qualifications e.g. Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent and provide details of their relevant experience.
7. The Contract Administrator shall at no extra cost to the Employer, be empowered by written notice to suspend the progress of the Contract or any part thereof in the event of non compliance by the Contractor of Health and Safety requirements. The Contractor shall not resume performance of the Contract until the Contract Administrator gives written notice that the non compliance has been rectified. Any additional costs the Employer incurs as a result of any such suspension shall be borne by the Contractor.
8. Provide an experienced Safety Supervisor who shall be available at all times during the execution of the Contract.
9. The Contractor's Health and Safety Officer/Supervisor will carry out safety checks at regular intervals of the Contractor's operations during the Contract Period.
10. Provide the Contract Administrator with a copy of the Contractor's Health and Safety Officer's/ Supervisor's report within one week of each check, or at such time as the Contract Administrator may agree, together with comments on the action and timescale proposed for dealing with faults listed.
11. In the event of any accident to employees on the site, the Contractor shall immediately inform the Contract Administrator and shall supply the Contract Administrator with copies of all reports required, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, within 7 days of the incident.
12. In respect of any accident to any member of the public that may be attributable to the carrying out of the Works, then the Contractor shall ensure that the accident is immediately reported to the Contract Administrator in order the Employer can comply with the reports required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
13. Inform the Contract Administrator on becoming aware of any prosecution or pending or likely prosecutions of the Contractor for any offence relating to the Health and Safety of their employees, third parties, or members of the public and any improvement or enforcement notices served on them by the HSE or other relevant parties, including health, safety and welfare, and provide the Contract Administrator with such further information and documents as required.
14. Take such steps as are necessary to ensure that operatives engaged upon the Contract, and those of Sub-Contractors so engaged are competent to carry out their respective tasks with due regard to the Contractor's obligations under the aforementioned Acts and other instruments, and in the interests of the health and safety of other persons engaged in, and all persons who may be affected by the said activities.
15. In pursuance of its duties under the Health and Safety at Work Act 1974, an authorised member of the Employer's safety personnel or management team may make discretionary visits to the site in order to assess, audit and monitor Contractor's health, safety and welfare performance.  These inspections will not relieve the Contractor of their responsibility for undertaking their own regular inspections.

### Location of Existing Services

1. The Contractor shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, satellite dishes etc.,) above and below ground, or within the structure of the property during the course of the Works.

### Existing Services to be Maintained

1. Any existing drainage system, gas, telephone, TV aerial, satellite dishes, electric and water services to the premises and any adjoining premises shall be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption thereof.
2. No diversion of any of the existing services, etc., other than as indicated on the Works Orders shall be carried out without the written agreement of the Contract Administrator. Any temporary disconnection of the services, etc., which may be necessary in connection with the Works shall be done at such times as may be directed by the Contract Administrator. The Contractor shall be responsible for maintaining close liaison with the Employer and the Public Utility Authorities so as to avoid any disruption of existing services. Any costs that may arise due to damage/disruption of public utility services and/or equipment are to be at the Contractors expense.

### Water for the Works

1. In the event of the Contractor taking a supply of water from public or communal areas, the Contractor is to arrange with the Contract Administrator for permission to use this supply which will be provided at no extra cost to the Contractor. In the event such a supply ceases to be available the Contractor shall provide clean, fresh water at their own expense.

### Contractor’s Personnel

1. The Employer reserves the right to issue instructions requiring the immediate removal from the project of any supervisor/foreman, chargehand and operatives without being required to state the reasons for requiring such removal and without appeal from the Contractor. The Contractor shall comply with such instructions and if so instructed replacement personnel shall be provided by the Contractor to the approval of the Contract Administrator, all at no extra cost to the Employer.
2. It is expected of the Contractor that their work force will have received formal trade training and received relevant qualifications appropriate for the work to be undertaken and have experience of undertaking works of a similar nature to that contained in this Contract.

### Removal of Debris/Rubbish Generally.

1. The provision of skips for the removal of debris arising out of the execution of Works together with tipping charges, landfill tax and any other costs incurred, associated with any Works undertaken by the Contractor for the Employer are deemed to be included in the Contractor's tender.
2. The Contractor shall, at the end of each working day and on completion of the specified Works, clear away and remove to authorised tips all rubbish, materials and plant and leave the whole of the premises and site in a clean, tidy and safe condition. On no account will the burning of rubbish, debris etc be allowed.
3. The Contractor shall keep all roads, streets and footpaths, (whether public or private) free from any damage arising out of or in the course of or by reason of the execution of the Works.
4. The Contractor shall keep roads, streets and footpaths adjacent to the site of the Works free from mud, dirt, rubbish, obstructions, skips, etc., arising as aforesaid at all times and observe any Bye‑Laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish etc.
5. The Contractor is to ensure that no ballast, sand, rubbish or cement or the like is discharged into the road gullies.
6. The Contractor is expressly forbidden to dump any debris or rubbish from any Works on any vacant land or cleared sites other than at authorised tips.
7. Should the Contractor fail to carry out these requirements to the Contract Administrator's satisfaction, and after 48 hours' notice, the Contract Administrator may execute the Work, and to set off it's value against any sum due or to become due to the Contractor under this Contract. Should the Contractor repeat the default the Contract Administrator may reduce the period of notice to less than 48 hours at their sole discretion. Such a failure by the Contractor will result in the issue of a default notice and/or a warning notice.
8. It should be noted that it is the Contractor’s sole responsibility for all costs incurred in complying with the aforementioned conditions. Should the Contractor find prior to commencement of the Works excessive rubbish, debris etc requiring removal then the Contractor shall notify the Contract Administrator accordingly and obtain appropriate instructions, the Contract Administrator's decision in this respect shall be absolute and final.
9. Should the Contractor encounter any materials containing or suspecting to contain asbestos then these are to be reported immediately to the Contract Administrator and if found to contain asbestos, these materials shall be removed by the Employer’s approved contractor.
10. The Contractor must submit with the Tender a detailed statement on their proposed methods for removal of rubbish etc., from the works and must provide clear evidence of compliance with current legislation concerning the Transporting and Disposal of Waste.
11. Waste arising from the Contractors operations and the safe disposal of such waste will form part of the Contractor’s responsibilities under the Contract.
12. The Contractor shall ensure that in the event of any hazardous waste that these go into biohazard yellow sacks for incineration.
13. Disposal of waste must be in line with Environmental Protection Act 1990.

### Noise Control

1. The attention of the Contractor is drawn to the provisions of the Control of Pollution Act 1974, with reference to the control of noise and the need, particularly where such Works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local Authority what requirements or restrictions, if any, shall apply to the Works in this respect. The restrictions may relate to the type of plant used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded.
2. The attention of the Contractor is also drawn to the provision of Section 61 of the Control of Pollution Act 1974, with reference to the issue of prior consent and any application under that section should be made to the Local Authority on the appropriate form available from them.
3. The Contractor is to be held responsible for complying with such requirements, restrictions, or consents together with any other stipulations to which their attention may be drawn from time to time by the competent Authorities and is to allow in the tender for any costs or expenses arising from such compliance. No instruction issued to the Contractor by the Contract Administrator or their authorised representative shall relieve the Contractor from compliance with the Control of Pollution Act 1974.
4. The playing of radios, cassette/cd players and the like together with the use of mobile phones and the like for personal use is not permitted on the sites. No personal belongings are to be kept/stored in any storage areas provided by the Employer or at/on any other Employer’s locations. These provisions are to apply to all the Contractor's servants, agents, employees and Sub‑Contractors.

### Environmental Policy

1. The Contractor shall implement a comprehensive Environmental Policy in recognition of its responsibility to contribute to improving the quality of the environment through delivery of services/materials.
2. The Contractor’s Environmental Policy or statement of intent towards environmental issues shall be compatible with the Employer’s environmental objectives and the Contractor must be able to demonstrate, if required, that they operate in harmony and compliance with the Employer’s objective.

### Substances

1. The Contractor shall comply with all aspects of Control of Substances Hazardous to Health (COSHH) Regulations, with all substances being handled, used and ultimately disposed of in line with manufacturer’s recommendations and COSHH Regulations.
2. COSHH Assessments and Material Safety Data Sheets for all substances used on Council premises will be made available to the Client on request, either in electronic or paper format.
3. In addition, Operatives will as part of delivery of the services, be required to work with substances that at variable temperatures may become hazardous and as such due precautions shall be taken.
4. In the event of spillages, cleaning and disposal of substances is to be in line with the manufacturers’ recommendations and the procedure outlined in COSHH assessment
5. In addition the Employer endorses the concern over the damage that is caused to the Environment through pollution and requires the successful Contractor to take all reasonable measures to control the damage to the Environment resulting from C.F.C.'s disposal of waste and other such issues and should comply in all respects to the current and any future amendments to the Control of Substances that are Hazardous to Health Regulations 2002 (C.O.S.H.H.).

### Working at Heights

1. All operations are to be carried out in a manner that wherever possible avoids the need for the operative to gain access to areas via means of steps, platforms or other temporary vertical staging. In the case where access is required by means of steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out.
2. The nature of the Works is such that extreme risk of injury or death by fall or falling objects and must ensure that all measures to control such risks are in place.

### Trips, slips and falls

1. The prevention of trips, slips and falls will be a key priority as part of the Services being performed, especially considering the Services being carried out in both operational and public settings. When undertaking the Services, suitable warning signage shall be prominently displayed at approach points to the Services being carried out, along with suitable signage / protection being in place around wet surfaces and leads / cables to appliances that can cause hazards to others in the area.
2. To remain effective and ensure premises users do not become complacent, hazard warning signs must be removed as soon as practicable after the hazard is eliminated – for example, a wet floor hazard warning once the floor is dry. Hazard signs left for an unreasonable amount of time after the hazard is eliminated will be removed by Corporate Health and Safety to be held until claimed for.

### Electrical Equipment

1. All electrical equipment used shall have suitable safety checks (including Portable Appliance Testing – PAT where they apply) and certification and used in compliance with manufacturer’s instructions.

### Personnel Protective Equipment (PPE)

1. The Contractor will ensure that the Contractor’s Employees are provided with, and use, required PPE when undertaking their duties as identified in the COSHH assessment and in line with Construction related activities.

### Risk Assessment

1. Premises Managers are required to provide Contractors with details of respective premises hazards to inform Contractors’ risk assessment for contractors’ employees.
2. Emergency evacuation arrangements and procedures for Contractors on Council premises will be established by meeting with the respective Council Premises Managers.
3. Welfare arrangements for contractors on Council premises will be established by meeting with the respective Council Premises Managers (for example, use of lavatories, access to drinking water etc.).

### Training:

1. New and existing Operatives shall be suitable trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

### COVID Secure Site Practice

1. The supplier shall ensure that works are carried out in line with current guidance and regulations in respect of COVID-19.

[**https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/construction-and-other-outdoor-work**](https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/construction-and-other-outdoor-work)

[**https://www.gov.uk/work/health-safety-at-work**](https://www.gov.uk/work/health-safety-at-work)

1. To avoid spread of infections and germs, the Contractor shall ensure that cleaning equipment for different environments / areas are different colour coded to other areas, for example the British Institute of Cleaning Sciences Colour Code (or equivalent). Cleaning equipment itself to be kept clean and serviceable and replaced as required, to ensure it remains effective and where possible not contaminated.

### Risk Assessment

Reporting of Incidents and Hazards:

1. In the event that a Health and Safety incident occurs resulting in injury or not, then this shall be reported as soon as practically possible by the Contractor to the Council’s Authorised Officer. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

Electrical Equipment:

1. All electrical equipment used shall have suitable safety checks (including Portable Appliance Testing – PAT where they apply) and certification and used in compliance with manufacturer’s instructions.

Training:

1. New and existing Operatives shall be suitable trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

Working around stakeholders / General Environment:

1. As highlighted, the Services are to be carried out in an operational settings with mixed stakeholders and hazards, and all due care must be carried out in how works are undertaken

### Contractor Employee Personnel

1. The Contractor will be responsible for providing suitably trained and qualified Operatives to fulfil the requirements of the Contract, this includes requirements around cleaning standards, Health and Safety.

# Section 4 Specification for the provision of Replacement Lift

## Part B: Specific requirements –

### LIFT: TECHNICAL CONSIDERATIONS

1. The Lift must be of commercial standard and fit for purpose to be used within a public setting.
2. Fully conform to British Standards (or equivalent), in particular (and not limited to):

BS EN 81 (Safety Rules for Construction and Installation of Lifts)

BS EN 81-20:2014 (Construction and install)

BS EN 81-50:2014 (Examinations and Tests)

BS EN 81-21:2018 (New passenger and goods lifts in Existing Buildings)

BS 9102:2014 (Code of practice for safe working on lifting platforms)

1. In addition, the lift is intended to provide access for disabled users and as such must be fully compliant with Equality Act (EA) (2010) and in particular must include:
2. Level access for wheelchairs at each landing / entry point
3. Provide access to those with sight impairment, including tactile controls and voice announcement
4. Have accessible handrails / support to help prevent falls
5. Have slip resistant durable floor surface

### DESIGN CONSIDERATIONS

1. The lift shall be able to hold minimum 4 persons capacity / max load 400 kg.
2. Lift speed shall be a minimum 0.15 m/s.
3. The lift shall have an emergency alarm and emergency call feature, in the event of emergency needs.
4. The controls to operate the lift shall be intuitive and include overload warning.

### FUNCTIONAL CONSIDERATIONS

1. The design life of the lift should be minimum 10 years.
2. The lift should enable ability to for cost effective ongoing maintenance that complies with Lifting Operations and Lifting Equipment Regulations ([HSE Lifting Equipment at Work Guidance](https://www.hse.gov.uk/pubns/indg290.pdf)) and enables ready inspection by competent person.
3. Operating costs should be efficient and within industry standards.
4. Regarding inspections and repairs, to minimise outages of being able to use the lift, spare parts must be readily accessible and at reasonable cost.
5. Door access to the lift should be automatically powered (locked / unlocked) by docking of the lift with the respective floor access point and be easy and simple to use by operatives.
6. The lift shall be of high-quality design, visually appealing, durable and fit for purpose of the intended use and setting.

### CONTSTRUCTION AND INSTALLATION

1. The work requires the complete dismantling and disposal of the existing lift, including the hydraulic assembly, enclosure / casement, platform etc. in readiness for the installation of the new lift.
2. The lift installation my also comply with associated standards, in particular (and not limited to):
   1. Building Regulations and Approved Documents [**Building Regulations - Approved Documents**](https://www.gov.uk/government/collections/approved-documents), with specific refence to;

Structure: Approved Document A

Fire safety: Approved Document B

Protection from falling, collisions and impact: Approved document K

Access to Buildings Approved Document M

Electrical safety: Approved Document P

Material and workmanship: Approved Document 7

BS 5588 Fire precautions in the design, construction and use of buildings. Access and facilities for fire-fighting

BS 8300 Design of an accessible and inclusive built environment

1. For the purposes of the lift installation it shall assumes:
2. That there is a low pit to the lift base.
3. Energy supply is single phase.
4. To enable the works to be carried out there would be no public access to the building. The Council would seek controlled access (including all necessary barriers / protection against falls and falling objects) to be maintained for authorised staff and councillors.
5. If this is not able to be achieved, then the Council would seek that any restrictions to access is kept to a minimum.
6. The Supplier shall work effectively with the Council to keep disruption to a minimum and have a clear programme of works from commencement onsite to install and completion.
7. The installation work shall include all necessary electrical work (including testing and certifications) and all necessary checks and certifications are undertaken before being handed over to the Council.

### SERVICE AND MAINTENANCE OF LIFT INSTALLATION

1. There shall be an available call service that covers the Councils installation – available Monday to Fridays (typically between 9.00 am and 4.00pm as a minimum).
2. Call to fix times shall be within 2 Working Day.
3. Emergency call to fix options also required (e.g. in case of lift failure / person trapped) shall be within 4 hours.
4. Non urgent call to fix option shall be within 7 working days.
5. Warrantee on the lift should be 24 months from date of commissioning and handover.

### Key Performance Indicators

1. Key Performance Indicators (KPIs) are identified in Table 1 below.
2. In the event of Service Failures, as part of the Contract the Council reserves the right for the Authorised Personnel to issue Default Notices.
3. Where possible the aim will be for the Council to work constructively with the supplier to avoid the need to resort to such action but will form part of the options available to the Council under the Contract. In the event of a Default Notice being issued, it shall only be issued from the Authorised Personnel and done in a way that outlines the area of Service Failure, the means of corrective action required and the timeline within which the Service Failure is to be corrected.
4. The Contractor will be required to correct the Service Failure in line with the Default Notice timelines. Where the Contractor views the Default Notice is unmerited or inaccurate then this shall be raised as soon as possible to the Contractor Manager.
5. Persistent or repeated Services Failures, and / or incident / issues which constitute a serious Service Failure(s) may result in the Council Terminating the Contract.

| **TABLE 1 Key Performance Indicators (KPI’s) applicable to the Specification** | | | | |
| --- | --- | --- | --- | --- |
| **What performance will be measured** | **Who By?** | **Frequency of Measurement** | **Expected Outcomes / Targets** | **Other considerations** |
| Customer Support Contact Centre available Monday to Fridays (typically between 9.00 am and 4.00pm as a minimum). | Client | As required (on contact) | 100% availability in core times (excluding weekends and bank holidays) | Good performance will be able to have customer calls answered in a timely manner and available in the core times. This will enable requests for support to be registered and engineer to be enabled. |
| Call to fix times shall be within 2 Working Day. | Client | Quarterly | 90% | Good performance will be able seeing measurable delivery of having engineer onsite to effect fix within 2 days of call. Where parts (non standard) are required repeat visit should be actioned for fix within 7 working days. |
| Emergency call to fix options also required (e.g. in case of lift failure / person trapped) shall be within 4 hours. | Client | Quarterly | >95% | Good performance will be able seeing measurable delivery of having engineer onsite to effect fix within 4 hour of call. Where parts (non standard) are required repeat visit should be actioned for fix within 7 working days. |
| Non urgent call to fix option shall be within 7 working days. | Client | Quarterly | >95% | Good performance will be able seeing measurable delivery of having engineer onsite to effect fix within 4 hour of call. Where parts (non standard) are required repeat visit should be actioned for fix within 7 working days. |

SERVICE CREDITS

The Council reserves the right to obtain the following Service Credits payable from the Supplier.

|  |  |
| --- | --- |
| **Service Credit** | **Service Credit Due:** |
| Failure to deliver Compliance with contract Service standards in line with the level set in the Key Performance Indicators. | Standards falling below 95% would be deemed a failure.  Where there are 3 Minor failures in 6 month period deemed a Significant Failure which would see a reduction of 5% on annual service charges to the Supplier.  Over 3 Significant failures in 12 month period deemed Material Breach. |

# Section 5 Applicants Response to Tender

1. Section 5 to be completed by all Applicants looking to submit a formal response to this Tender.

Proposed Lift

|  |
| --- |
| **Proposed Solution** |
| Please provide details of the proposed Lift (to include supporting technical data sheet; drawings / photographs and terms around supply) |
|  |

Method Statement Responses:

1. Please detail your response in regard to this specific Method Statement.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Method Statement Topic Areas** | | | | | |
| LIFT: TECHNICAL CONSIDERATIONS; see Section 4 (4.1.1 to 4.1.3) The Applicant shall provide a Method Statement in accordance with the information Lift Technical Considerations. | | | | | |
| **Applicant’s response to this Method Statement:** Please tick as appropriate | | | | | |
| **Fully MET** |  | **Part MET** |  | **Not MET** |  |
| **WHAT DOES GOOD LOOK LIKE?**  A good response would clearly fully meet the specification requirement and provide all necessary supporting information and evidence to confirm this. | | | | | |
| ***PLEASE ADD ANY SUPPORTING INFORMATION TO THIS RESPONSE HERE:*** | | | | | |
| **Method Statement Topic Areas** | | | | | |
| DESIGN CONSIDERATIONS; see Section 4 (4.1.4 to 4.1.7) The Applicant shall provide a Method Statement in accordance with the information Lift Design Considerations. | | | | | |
| **Applicant’s response to this Method Statement:** Please tick as appropriate | | | | | |
| **Fully MET** |  | **Part MET** |  | **Not MET** |  |
| **WHAT DOES GOOD LOOK LIKE?**  A good response would clearly fully meet the specification requirement and provide all necessary supporting information and evidence to confirm this. | | | | | |
| ***PLEASE ADD ANY SUPPORTING INFORMATION TO THIS RESPONSE HERE:*** | | | | | |
| **Method Statement Topic Areas** | | | | | |
| FUNCTIONAL CONSIDERATIONS; see Section 4 (4.1.8 to 4.1.13) The Applicant shall provide a Method Statement in accordance with the information Lift Functional Considerations. | | | | | |
| **Applicant’s response to this Method Statement:** Please tick as appropriate | | | | | |
| **Fully MET** |  | **Part MET** |  | **Not MET** |  |
| **WHAT DOES GOOD LOOK LIKE?**  A good response would clearly fully meet the specification requirement and provide all necessary supporting information and evidence to confirm this. | | | | | |
| ***PLEASE ADD ANY SUPPORTING INFORMATION TO THIS RESPONSE HERE:*** | | | | | |
| **Method Statement Topic Areas** | | | | | |
| CONTSTRUCTION AND INSTALLATION; see Section 4 (4.1.14 to 4.1.20) The Applicant shall provide a Method Statement in accordance with the information Lift Construction and Installation Considerations. | | | | | |
| **Applicant’s response to this Method Statement:** Please tick as appropriate | | | | | |
| **Fully MET** |  | **Part MET** |  | **Not MET** |  |
| **WHAT DOES GOOD LOOK LIKE?**  A good response would clearly fully meet the specification requirement and provide all necessary supporting information and evidence to confirm this. | | | | | |
| ***PLEASE ADD ANY SUPPORTING INFORMATION TO THIS RESPONSE HERE:*** | | | | | |
| **Method Statement Topic Areas** | | | | | |
| SERVICE AND MAINTENANCE OF LIFT INSTALLATION; see Section 4 (4.1.21 to 4.1.30) The Applicant shall provide a Method Statement in accordance with the information Lift Service Maintenance of Lift Installation Considerations. | | | | | |
| **Applicant’s response to this Method Statement:** Please tick as appropriate | | | | | |
| **Fully MET** |  | **Part MET** |  | **Not MET** |  |
| **WHAT DOES GOOD LOOK LIKE?**  A good response would clearly fully meet the specification requirement and provide all necessary supporting information and evidence to confirm this. | | | | | |
| ***PLEASE ADD ANY SUPPORTING INFORMATION TO THIS RESPONSE HERE:*** | | | | | |

# Section 5 Pricing Schedule

1. Applicants are required to complete the accompanying Schedule 3 - Pricing Schedule. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT.
2. If there is no charge for an item, please state none.

# Price Review Framework

## Price Validity Period

1. As a minimum, all prices submitted must remain fixed and firm for twelve (12) months from date of Contract commencement. In support of this, please detail exactly how long your prices will remain fixed and firm for.

## Price Review Proposals

1. The Council does not expect the Applicant to implement any price increases throughout the first four years of the Contract and would conversely look to explore ways of reducing costs throughout its duration. The Applicant’s signature at the Pricing Schedule Declaration will be assumed to be an acceptance of this condition. Applicant’s whose price review proposal differs from the Council’s expectations under this Price Review Proposals must state within their response to Schedule 3 – Pricing Schedule. Contract Renewal
2. Any options to extend being shall detail any increase prior to any formal Contract extension. No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Council in writing.

## Spend Related Rebate Proposals

Please detail any spend-related rebate proposals below, based upon Contract spend.

|  |  |
| --- | --- |
| **£ Expenditure through duration of Contract / £ Money spent per annum** (delete as applicable) **Detail Price Breaks** | **Percentage of total spend rebate repayable from the Applicant to the Council (%) per annum** |
|  |  |
|  |  |

## Pricing Schedule Declaration

I / We offer to supply the services as per the pricing schedule, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

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| --- | --- |
| Signed\*: | Date: |
| Name *(in block capitals)*: | In the capacity of:  *(State official position, i.e. Director, Manager, etc.)* |
| Organisation name and postal address: | |
| Telephone No: | Fax No: |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).* | |

# CERTIFICATES

## Conditions of Tender

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| **CONDITIONS OF TENDER** | | |
| **Reference number and Title of Contract:** Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant’s Offer | | |
| 1. | By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.  I/We fully accept the terms and conditions of contract for the provision of Services | |
| 2. | Having examined the tender documents for the provision of the above Services, we offer to provide the said Services in conformity, without qualification, therewith for the sum/sums enclosed in the Price Schedule of this Bid. | |
| 3. | The Council does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately. | |
| 4. | I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our Tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications *(if any)*, as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract. | |
| Signed\*: | | Date: |
| Name *(in block capitals)*: | | In the capacity of:  *(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).* | | |

## Certificate of Undertaking and Absence of Collusion or Canvassing

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| **CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING** | |
| The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply. | |
| Box A – Consortium  I/We the undersigned do hereby certify that:-   1. the consortium’s tender is bona fide and intended to be competitive; 2. the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made; 3. the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 4. the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract. 5. the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act. 6. I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender. | |
| Box B – Single Body and/or Individual  I/We the undersigned do hereby certify that:-  My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;   1. I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 2. I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted; 3. I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above. 4. I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act. 5. I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender. | |
| Signed\*: | Date: |
| Name *(in block capitals)*: | In the capacity of:  *(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).* | |

Certificate of Confidentiality

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| **CERTIFICATE OF CONFIDENTIALITY** | |
| I/we hereby agree with the Council that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.  It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Council and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise. | |
| Signed\*: | Date: |
| Name *(in block capitals)*: | In the capacity of:  *(State official position, i.e. Director, Manager, etc.)* |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they signs or are employed).* | |

## Commercially Sensitive Information

The Council may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid.

I declare that I wish the following information to be designated as Commercially Sensitive.

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The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

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## Conflict of Interest

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| **CERTIFICATE OF CONFLICT OF INTEREST** | |
| I/we hereby notify the Council that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest): | |
| I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Council is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators. | |
| Signed\*: | Date: |
| Name *(in block capitals)*: | |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).* | |

## Defined Terms

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| **Access Card** | Shall mean security cards for the operation of access points within the Civic Centre required for the secure transit around the Civic Centre in areas other than those able to be reached by the general public. |
| **Ad hoc Service Requests** | Shall mean requests from the Council for additional Services beyond the scope of the Core Services as detailed in the specification and associated Schedules. |
| **Applicant** | Shall mean the organisation responding to the procurement through the procurement process |
| **Council** | Shall mean the organisation preparing the procurement documents and/or the organisation for whom the resultant Contract will be performed |
| **Authorised Operatives / Contractor’s Operatives** | Shall mean appointed person(s) duly authorised by the Appointed Contractor eligible to undertake duties in connection with delivery of the Contract. |
| **Authorised Personnel (Council)** | Shall mean appointed person(s) of the Council eligible to make necessary formal instructions in connection with the delivery of the Contract. |
| **Council Authorised Representative** | Shall mean the main client Officer for the procurement process and/or resultant Contract |
| **Award** | Shall mean the process by which the Council shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015 |
| **Awarding Council** | Shall mean the organisation for whom the resultant Contract will be performed; this may be a different organisation than is referred to under Council (in instances where the Council is procuring a Contract on behalf of another organisation, for example) |
| **Bid / Tender** | Shall mean the Applicant’s offer to the Council, which shall be submitted as the completed procurement documents |
| **British Institute of Cleaning Science – Cleaning Standards Specification Table** | Shall mean the Cleaning Standards as set out by the British Institute of Cleaning Science outlining Acceptable Standards of Cleaning on completion of Cleans, Between Cleans and what is deemed unacceptable. The standards shall form the benchmark against which performance shall be measured under the Contract. |
| **Clarification** | Shall mean the process by which queries on the Council’s procurement document are raised by the Applicants and the process by which queries on the Applicant’s Bid are raised by the Council |
| **Commercially Sensitive information** | Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant’s Offer and Price Schedule comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss |
| **Consortia / Consortium** | Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant’s Offer / Appendix A and Price Schedule comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss |
| **Contract** | Shall mean a formal and legally binding agreement entered in to between two or more parties to provide Supplies, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved |
| **Contract Notice** | Shall mean the publication in the OJEU of an Council’s intention to procure a public supplies, services, or works Contract |
| **Contracting Council** | Shall mean the Council and any other organisation on whose behalf the Council may be working |
| **Contractor** | Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Council |
| **Core Services** | Shall mean the main defined Services forming the delivery and fulfilment of the Contract, as set out in the Specification and associated Schedules. |
| **Council** | As Council |
| **DPA 2018** | Data Protection Act 2018 |
| **Data Protection Legislation** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy; |
| **Default / Default Notice** | Shall mean a failure to perform as set out against the Key Performance Indicators within this Contract and the associated Notice issued to the Contractor outlining the default and corrective actions required to rectify. |
| **Defects** | Shall mean Defects to surfaces and object which the Contractor is responsible under the contract. |
| **Disclosure and Barring Service (DBS) check** | Shall mean the organisation formed on 01 December 2012 from the merger of the Criminal Records Bureau and Independent Safeguarding Authority. Further information can be found at the following:  [www.homeoffice.gov.uk/dbs](http://www.homeoffice.gov.uk/dbs) |
| **Eligible User** | Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Council may be establishing the arrangements |
| **Employers’ Liability (Compulsory Insurance)** | Shall mean an insurance that enables organisations to meet the costs of **damages** and **legal fees** for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer’s negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.  By law, an employer must have EL insurance and be insured for **at least £5 million**. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation’s employees in England, Scotland, Wales and Northern Ireland.  If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers’ Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers’ Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide. |
| **Evaluation** | Shall mean the process through which the Applicant’s Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made |
| **Evaluation Criteria** | The means by which the Council will Evaluate an Applicant’s Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant’s Bid |
| **GDPR** | the General Data Protection Regulation *(Regulation (EU) 2016/679)* |
| **Grand Total** | Shall mean the individual Totals in relation to the Applicant’s Tendered prices at the end of year 4 (as set out in the Price Schedule), for Lots 1, 2 and 3, plus the individual Grand Total for Lot 4. |
| **Invitation to Tender (ITT)** | Shall mean the written request by the Council for an interested Applicant to submit a written Bid to facilitate the Council’s requirements |
| **Key Performance Indicators (KPI)** | Shall mean the standards of performance against which overall performance is to be assessed under the Contract by the Contractor and as set out in Table 1. |
| **Lead Applicant** | Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners |
| **Lowest Price** | Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed solely on the basis of their offer of price |
| **Mandatory Requirements: Pass/Fail** | Shall mean the Council’s essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process |
| **Mandatory Requirements: Scored** | Shall mean the Council’s essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and/or as part of the Award criteria |
| **Most Economically Advantageous Tender (MEAT)** | Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price |
| **Officer** | Shall mean the individual completing the procurement documents on behalf of the Council |
| **Official Purchase Order** | Shall mean the Council’s Official Purchase Order, to which these conditions apply |
| **OJEU** | Shall mean the Official Journal of the European Union |
| **Open** | Shall mean the procurement process determined by the Public Contracts Regulations 2015 and which requires the publication of an OJEU Contract Notice plus an Invitation to Tender prior to the award of a Contract |
| **Premises** | Shall mean the various sites as detailed within the associated Schedules that are to be serviced by the Services defined under this Contract. |
| **Pricing** | Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Council’s requirements |
| **Procurement** | Shall mean the acquisition of Supplies, Services or Works from an external source |
| **Procurement Representative** | As Procurement Representative |
| **Public Contracts Regulations 2015** | Shall mean the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts |
| **Public Liability Insurance** | Shall mean an insurance that covers members of the public or customers coming to the organisation’s premises or if the organisation’s staff go to theirs (including if the organisation is based ‘at home’). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business. |
| **Restricted** | Shall mean the procurement process determined by the Public Contracts Regulations 2015, which includes the publication of an OJEU Contract Notice plus a Supplier Questionnaire and Invitation to Tender prior to the award of a Contract |
| **Safeguarding** | The process of protecting children from abuse or neglect, preventing impairment of their health and development, and ensuring they are growing up in circumstances consistent with the provision of safe and effective care that enables children to have optimum life chances and enter adulthood successfully |
| **Selection** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 |
| **Selection Qualification** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 |
| **Selection Questionnaire** | Shall mean the pro-forma that all Applicants will be required to complete and submit as part of their Bid, pursuant to Regulation 58 of the Public Contracts Regulations 2015 |
| **Services** | Shall mean a system supplying a need such as communications and transport, utilities such as electricity and fuel, the provision of advice or the performance of routine maintenance or repair work |
| **Service Failure(s)** | Shall mean failure(s) by the Contractor to perform the Services as set out under the Contract and in line with the expectations of the Council and the Key Performance Indicators as set out in Table 1. |
| **Specification** | Shall mean the detailed description of the Council’s requirements |
| **Standstill** | Shall mean the period between the notification of the Council’s intention to award a Contract and the award of the Contract, in accordance with Regulation 87 of the Public Contracts Regulations 2015 |
| **Supplies** | Shall mean the items offered by an Applicant and/or the items requested by the Council |
| **TUPE** | Shall mean the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" |
| **Volume One (1) Instructions and Information** | Shall mean the document containing advice to Applicants concerning the way that the procurement process will be conducted and the way in which the documentation should be completed - the Selection and Award criteria to be used in the procurement process and shall be the document in which the Applicant shall make its response to those criteria plus pricing and information concerning the Applicant’s organisation |
| **Volume Two (2) Applicant’s Offer** | Shall mean the document containing information specific to the opportunity, to include the Specification |
| **Working Day** | Shall mean Monday to Friday inclusive, excluding Bank Holidays in England |