



# **Maintenance Service for Automatic Fire Sprinkler and Deluge Systems**

**TENDER REFERENCE: STSC-FB-0024**

**Tender Issue Date: 29<sup>th</sup> August 2019**

**Tender Return Date: 13<sup>th</sup> September 2019**

South Tees Site Company Limited  
Procurement Department  
Teesside Management Offices  
Trunk Road  
Redcar  
TS10 5QW

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## 1. INTRODUCTION

On 2 October 2015 the SSI steel works in Redcar was placed into compulsory liquidation and an official receiver (OR) was appointed as liquidator. On 12 October, following no buyer for the steel works being found, the decision was taken by the official receiver to set about the hard closure of the site. Since that time the official receiver undertook a protracted liquidation of SSI and, in the absence of a new owner, he has been overseeing the safe and secure closure of the former SSI site whilst maintaining the delivery of services to other site residents. Government, through the Department for Business, Energy and Industrial Strategy, provided an indemnity to the OR so that he could carry out his duties as liquidator of the company and ensure its ongoing safety and security.

On the 1<sup>st</sup> December 2016 The Department established a Government company, known as the South Tees Site Company Limited (STSC), in order to take forward the safety and security of the site from the OR. STSC have a management team as well as a board of directors, accountable to the BEIS Secretary of State. In order to allow the board of directors and management team to carry out their duties, as well as funding the operation of the Company, BEIS has agreed to indemnify them against all claims, proceedings, costs - including the cost of defending proceedings - and expenses.

## 2. INDICATIVE TIMETABLE

The anticipated timetable for this tender exercise is as follows. STSC reserves the right to vary this timetable. Any variations will be published on Contracts Finder or circulated to all organisations who have registered an interest in notifications.

Tender Timeline	Date
Advert and invitation to tender issued	29 <sup>th</sup> August 2019
Site Visit	4 <sup>th</sup> September 2019
Deadline for questions relating to the tender	6 <sup>th</sup> September 2019
Responses to questions published	10 <sup>th</sup> September 2019
Deadline for receipt of tender	13 <sup>th</sup> September 2019 (by 2 pm)
All suppliers informed of outcome	20 <sup>th</sup> September 2019
Contract award on signature by both parties	23 <sup>rd</sup> September 2019
Contract start date	30 <sup>th</sup> September 2019

The contract is to be for one (1) year with the option to extend for one (1) further year (1+1), unless terminated or extended by the Authority in accordance with the terms of the contract.

## 3. PROCEDURE FOR SUBMITTING TENDERS

Please send your proposal clearly marked as "TENDER" and include the Tender Reference Number e.g. STSC- FB-0024 **before** the deadline of **2pm on 13<sup>th</sup> September 2019** to Procurement via email [procurement@stsc ltd.co.uk](mailto:procurement@stsc ltd.co.uk).

For questions regarding the procurement process please contact [procurement@stsc ltd.co.uk](mailto:procurement@stsc ltd.co.uk).

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered no later than the appointed time on the appointed date. STSC does not undertake to consider tenders received after that time. STSC requires tenders to remain valid for a period indicated in the specification of requirements.

STSC shall have the right to disqualify a bidder from the procurement if they fail to fully complete their response, or do not return all of the fully completed documentation and declarations requested in this ITT. STSC shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposal, please email [procurement@stsc Ltd.co.uk](mailto:procurement@stsc Ltd.co.uk).

All questions should be submitted by **6<sup>th</sup> September 2019**; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of **10<sup>th</sup> September 2019**. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

You will not be entitled to claim from STSC any costs or expenses that you may incur in preparing your tender, irrespective of whether or not your tender is successful.

#### 4. EVALUATION OF RESPONSES

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the Price/Quality Evaluation Criteria Section.

There will be an overall **30/70** cost/quality weighting on the evaluation.

#### 5. TERMS AND CONDITIONS APPLYING TO THIS INVITATION TO TENDER

The Terms and Conditions published with this invitation to tender on Contracts Finder will apply to this contract. Please refer to *Appendix 1: Terms and Conditions (S1 – Precedent Contract for the Purchase of Services)*.

This agreement is for one (1) year, with a one (1) year extension option (1+1), and is subject to continuation of funding.

Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

#### 6. FURTHER INSTRUCTIONS TO CONTRACTORS

STSC reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by **10<sup>th</sup> September 2019**. Where amendments are significant, STSC may at its discretion extend the deadline for receipt of tenders.

STSC reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected. By issuing this invitation STSC is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

#### 7. DOCUMENTS TO BE SUBMITTED

Requirement	Assessment
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Freedom of Information Act 2000 (FOI) and/or Environmental Information Regulations 2004 (EIR) Exemptions	Informative
Declaration 1: Statement of non-collusion	Pass/Fail
Declaration 2: Form of Tender	Pass/Fail
Declaration 3: Conflict of Interest	Pass/Fail
Declaration 4: Questions for Tenderers	Pass/Fail
Declaration 5: Agreement to published T&C's without deviation	Pass/Fail
Declaration 6: Use of Sub-Contractors	Informative
Declaration 7: Confirmation of Health and Safety Policy that complies with current legislative requirements.	Pass/Fail
Declaration 8: Enforcement/remedial orders in relation to the Health, Safety and Environment enforcement agencies (or equivalent body) in the last 3 years?	Pass/Fail
Declaration 9: GDPR	Pass/Fail
Pricing Schedule	Quantitative
Response to Quality Assessment Questions	Qualitative
Copy of Environmental Policy	Informative

**Note:** Failure to comply with one or more pass/fail requirements will deem your tender non-compliant and it will not be evaluated.

## 8. JOB BACKGROUND

South Tees Site Company Limited has been appointed to maintain the safety of the Redcar site (formally SSI Steel). STSC Policy is to provide a safe working environment and to adopt best practice to ensure health, safety and welfare within the workplace.

The objective of this tender exercise is to establish a contractor to provide an annual service maintenance and emergency call out service to STSC's automatic fire sprinkler and deluge systems.

## 9. SCOPE

STSC wishes to appoint a suitably qualified and experienced contractor to provide an annual service maintenance and emergency call out service for the fire sprinkler and deluge systems installed across the site's premises.

The service will comprise of two specific elements as defined below: -

- 1) Annual system maintenance including pump maintenance
- 2) Emergency call out provision

### 9.1 Annual Maintenance

STSC seek a skilled and experienced contractor to provide annual system inspection and maintenance services to STSC's fire Sprinkler and Deluge systems located in the following site areas:-

- Blast Furnace Fire Fighting
- Redcar Coke Ovens
- Steelmaking

- Redcar Power Station
- Kinkerdale Sub Station
- Dock Road Sub Station
- Redcar Bulk Terminal (RBT) Material Handling C1
- Redcar Bulk Terminal (RBT) Material Handling CH1

For reference, a detailed asset list of firefighting equipment items by Plant area is included within *Appendix 2: Asset List of Firefighting Equipment by Plant Area*.

As detailed in the schedule provided in *Appendix 3: Service and Maintenance Schedule*, the annual maintenance is to include valve sets, panels, flow switches, strainers, Sub-section Valves, Non-return valves, alarm valves, Tanks, Ball valves, isolation valves, Flow test, Exhausters, alarm bells, drain valves, trace heating, and pump sets.

The annual maintenance inspections are to be carried out on all systems during the first two weeks of October 2019, the provider will work with STSC's Fire Prevention Manager to agree mutually convenient dates and times for the service works to be undertaken.

Systems are to be left in an operational condition before Engineers leave site following the maintenance/inspection visit.

For each system, a copy of the completed Engineer report(s) must be provided back to STSC's Fire Prevention Manager.

The Engineers report must: -

- contain a full account of the tasks undertaken / works carried out
- contain a list of any spares/consumables used
- include a condition report detailing the condition of system, along with recommendations for repairs to systems which could not be undertaken during the maintenance/inspection visit
- be signed for by a local plant representative prior to the Engineer leaving site

## 9.2 Emergency Call Out

The appointed contractor will also supply an Emergency Call Out facility (including options where appropriate).

Bidders are required to provide a breakdown of costs, detailing the attendance fee (to include the first hours of work upon arrival to site) and subsequent hourly rates, for the following: -

- Normal Office hours
- Outside of Office Hours
- Weekends
- Bank Holidays

Given the nature of this requirement and the logistics of the site, we are highly recommending that any interested supplier takes up the opportunity to attend the scheduled site visit. The site visit will take place under the supervision of STSC's Fire Prevention Manager.

## 10. DRAWINGS & SPECIFICATIONS

Please refer to the specifications stated in the above scope of works in conjunction with the supplementary information provided in *Appendices 2 and 3*.

All work will be supervised by STSC's Fire Prevention personnel and carried out under a permit to work.

- A Works Request Form will be supplied to the successful bidder detailing specific hazards in the area to assist in risk assessment preparation.
- On award, the successful Contractor will need to provide:
  - Risk assessments for all tasks to be undertaken
  - Method statement(s)
- To align with permit to work arrangements, working hours will be:
  - Mon-Thu, 07:30 to 15:30
  - Fri, 07:30 to 14:30
- Site inductions will be carried out on first arrival to site.

It is the contractor's responsibility to ensure: -

- The Working Party is site/plant inducted.
- The Working Party badge ON/OFF site at the start/end of each shift.
- The Working Party report to EDC for permit issue/cancel, and tag on/off work place areas.
- The Working Party Leader keeps in radio contact with EDC, and reports to STSC supervisor at the start/end of each shift.

## 11. STANDARDS

The successful Tenderer must be able to demonstrate that all personnel have had suitable and sufficient training to undertake this task. Safety Passports and Proof of Competency will need to be provided for the Working Party, along with suitable RAMS documentation.

Service and Maintenance to be in accordance with the requirements of the Loss Prevention Council Rules for Automatic Sprinkler Installations (2009), incorporating BSEN12845 specifically including: -

- TB203 (2009): Care and maintenance of automatic sprinkler systems
- Clause 19: Commissioning, acceptance testing and periodic inspections
- Annex J: Procedures and precautions when systems are not in full operation
- Annex F: Special requirements for lifesafety systems

Service and Maintenance of Fire Pumps must be performed by an approved Fire Pump Specialist (LPCB: Loss Prevention Certification Board).

## 12. SITE VISIT

It may be difficult to submit a tender without attending site. To fully understand the scope of the services to be provided, a site visit is arranged for this work.

This site visit is strongly advised and MUST be confirmed via email to [procurement@stscld.co.uk](mailto:procurement@stscld.co.uk) by **4pm** on **3<sup>rd</sup> September 2019**. When confirming attendance, please state the name(s) of the individual(s) from your organisation wishing to attend, limited to a maximum of 2 people per company. Failure to confirm attendance may mean you will not be permitted on the site visit, dependant on capacity.

We cannot support further site visits for anyone who is unable to attend. STSC would advise that a deputy is booked onto the visit if you cannot attend.

**Date:** 4<sup>th</sup> September 2019  
**Time:** 10.00am  
**Site Host:** Robbie Taylor – Fire Prevention Manager

You will be required to complete a site induction, this will take around 15 minutes, please make time for the induction. Basic PPE consisting of: Hard Hat, Boots, Safety glasses, Hi Vis jacket or waistcoat, is



required for this site visit. STSC are unable to provide this. Anyone attending without the appropriate PPE will not be permitted to leave the minibus during the visit.

### 13. HEALTH & SAFETY

STSC is a top tier COMAH site and as such, is heavily regulated. All successful bidders are required to complete the VA01 contractor approval form (*Appendix 4*) and return with required documentary evidence (including relevant insurances, ISO and training certificates as are appropriate) in order to be added to the approved contractor register. This also applies to any sub-contractors who may be used on this procurement.

**Note:** The below documents are for information at this stage. However, the awarded contractor will be required to complete and return prior to any works commencing.

- *Appendix 4: VA01 Contractor Approval Form*
- *Appendix 5: Contractor Information Presentation*
- *Appendix 6: Contractor Approval Guidelines*

Please note there is a minimum requirement for anyone working on site to hold a site safety passport, please refer to *Appendix 4: VA01 Contractor Approval Form* for valid types.

If one is held, please include a copy of your Environmental Policy within your tender submission.

### 14. BUDGET

The budget range for this one (1) year contract with one (1) year extension option (1+1) is **£14,000.00 to £21,000.00 per annum** excluding VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

STSC aims to pay all correctly submitted invoices within 30 days in line with standard terms and conditions of contract.

### 15. PRICE/QUALITY EVALUATION CRITERIA

In consideration of this particular requirement STSC has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this ITT. STSC considers these weightings to be in line with existing best practice for a requirement of this type.

Questionnaire	Q No.	Question subject	Maximum Marks
Price	15.1.1	Pricing Schedule	30.00 points
Quality	15.2.1	Methodology and Technical Merit	28.00 points (40% of Quality)
Quality	15.2.2	Risk Management	21.00 points (30% of Quality)
Quality	15.2.3	Evidence of delivering similar projects	21.00 points (30% of Quality)

The weighting for each criterion is presented in brackets.



## 15.1 PRICE (30) POINTS

### Pricing Schedule

Bidders are required to complete *Appendix 7: Excel Pricing Schedule* to provide a full and detailed breakdown of costs (including options where appropriate). If the work involves a labour element on site please supply a rate breakdown of each trade included in the quotation.

Bidders are asked to provide a breakdown of costs for each individual plant area as per list of assets provided in *Appendix 3*.

All prices shall be exclusive of VAT. All costs appearing elsewhere in the Bid but not mentioned in this Pricing Schedule shall be presumed waived.

### Scoring Methodology

This includes the 'Tender Total'. The number of points will be awarded such that the lowest tender receives **30** points, the others will receive points based on their percentage above the lowest tender.

#### Example

*Lowest Tender Total: £15k – 30.00 Points*

*Next Lowest Tender: £18k – (15/18 x 30) – 25.00 Points*

*Next Lowest Tender: £21k – (15/21 x 30) – 21.43 Points*

## 15.2 QUALITY (70) POINTS

### Quality Questionnaire

<b>15.2.1</b>	<b>Methodology and Technical Merit</b> Bidders are asked to provide a comprehensive methodology of how they would undertake the work, together with details of technical ability to meet the required specifications as detailed in the scope.  The bidder is required to: a) Outline their understanding of the requirements b) Provide a programme of work detailing how they propose to deliver the services c) Detail their technical ability to complete the required work
Bidder Guidance	<i>The bidder should detail clearly how their bid will meet the requirement including (but not limited to) details of approach taken, the stages of development and the key considerations.</i>
Scoring Criteria	Scoring is based on the 0 to 100 scoring methodology <b>Maximum mark of 28 points (worth 40% of quality criterion)</b>
Bidder Response	Please attach your answer as a pdf document limited to three sides of A4 (font Ariel, size 11)
<b>15.2.2</b>	<b>Risk Management</b> Please identify what you feel would be the top 3 risks and how you plan to mitigate these risks.
Bidder Guidance	<i>The bidder is required to identify the top 3 potential risks to the delivery of the project and provide detail as to how these will be managed.</i>
Scoring Criteria	Scoring is based on the 0 to 100 scoring methodology <b>Maximum mark of 21 points (worth 30% of quality criterion)</b>

Bidder Response	Please attach your answer as a pdf document limited to three sides of A4 (font Ariel, size 11)
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<b>15.2.3</b>	<b>Evidence of delivering similar projects</b> Please provide details of a minimum three and maximum five similar projects your company has been engaged in on Heavy Industrial Sites.
Bidder Guidance	<i>The bidder is required to outline key challenges faced and how these were overcome, any lessons learned, and how you will utilise these experiences to add value in the realisation of South Tees Site Company Limited's commission objectives.</i>
Scoring Criteria	Scoring is based on the 0 to 100 scoring methodology <b>Maximum mark of 21 points (worth 30% of quality criterion)</b>
Bidder Response	Please attach your answer as a pdf document limited to three sides of A4 (font Ariel, size 11)

**Page count:** please be advised that any tender information over the maximum page count requested will not be subject to evaluation as part of this tender and as such will be discounted.

### Scoring Methodology

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

**Example** if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ( $60/100 \times 10 = 6$ )

## 16. PROCUREMENT

All communication relating to this tender must be made via the Procurement Team.

Email: [procurement@stsc ltd.co.uk](mailto:procurement@stsc ltd.co.uk)

Please use this email address to:

- Confirm the Tenderer intends to submit a tender.
- Raise any questions during the tender period.
- Return the completed tender.

## 17. APPENDICES

Appendix 1: Terms and Conditions (S1 – Precedent Contract for the Purchase of Services)  
Appendix 2: Asset List of Firefighting Equipment by Plant Area  
Appendix 3: Service and Maintenance Schedule  
Appendix 4: VA01 Contractor Approval Form  
Appendix 5: Contractor Information Presentation  
Appendix 6: Contractor Approval Guidelines  
Appendix 7: Excel Pricing Schedule

## 18. FREEDOM OF INFORMATION

- Freedom of Information Act 2000 (FOI) and/or Environmental Information Regulations 2004 (EIR) Exemptions

## 19. DECLARATIONS

- Declaration 1 – Statement of Non-Collusion
- Declaration 2 – Form of Tender
- Declaration 3 – Conflict of Interest
- Declaration 4 – Questions for Tenderers
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- Declaration 6 – Use of Sub-Contractors
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- Declaration 8 – Enforcement/remedial orders
- Declaration 9 – GDPR

## FREEDOM OF INFORMATION

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA') and the Environmental Information Regulations 2004 (the 'EIR') (each as amended from time to time), the Contracting Authority may be required to disclose information submitted by the Bidder.

**In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should complete the Freedom of Information question FOI1.2 below.**

Where a Bidder identifies information as commercially sensitive, the Contracting Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Contracting Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Contracting Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a Bidder receives a request for information under the FoIA or the EIR during the procurement, this should be immediately passed on to the Contracting Authority and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

Bidders are reminded that the Government's transparency agenda requires that sourcing documents, including RFP templates such as this, are published on a designated, publicly searchable web site, and, that the same applies to other sourcing documents issued by the Contracting Authority, and any contract entered into by the Contracting Authority with its preferred supplier once the procurement is complete. By submitting a response to this RFP Bidders are agreeing that their participation and contents of their Response may be made public.

<b>FOI1.1</b>	<b>FREEDOM OF INFORMATION ACT 2000 (FOIA) AND / OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR)</b>  Information provided in the course of the procurement process may be disclosed under Freedom of Information Act 2000 or Environmental Information Regulations 2004.  Please note that some of the information provided may be protected under the FOIA exemptions and EIR exceptions. More information on applying the exemptions or exceptions can be found under the Information Commissioners Office (ICO) website <a href="http://ico.org.uk">http://ico.org.uk</a>  Please confirm you have been informed that information provided under this Bid may be disclosed under the FOIA and EIR and agree to it being published.
Bidder guidance	The Bidder shall answer <b>Yes</b> or <b>No</b>  <b>Yes</b> – Pass  <b>No</b> - Fail
Scoring criteria	Mandatory Pass / Fail
Bidder response	Yes / No

FOI1.2	<p><b>FREEDOM OF INFORMATION ACT 2000 AND / OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 EXEMPTIONS</b></p> <p>Please complete this section <u>only</u> if you have agreed for your information to be disclosed under the FOIA or EIR in FOI1.1</p> <p>If you have not agreed for your information to be disclosed under the FOIA or EIR in Question FOI1.1 please complete the table 'N/A' (not applicable)</p> <p>If you have agreed for your information to be disclosed under the FOIA or EIR in Question FOI1.1 please tell us what exemptions or exceptions may apply to your information and why? If you are not relying on any exemptions or exceptions please complete each field 'N/A' (not applicable).</p>	
Bidder guidance	<p>The Bidder shall provide details of their proposed exemptions/exception in the table below.</p> <p>The Bidder shall note that if the Contracting Authority believes that the suggested exemptions or exceptions have not been applied properly, the Contracting Authority will disclose the requested information unless another exemption or exception can be applied by the Contracting Authority.</p> <p>Be aware that by completing FOI1.1 and answering 'yes' you have agreed for the Contracting Authority to disclose the provided information under the Freedom of Information Act 2000 or Environmental Information Regulation 2004, therefore you will not be approached for consent.</p>	
Scoring criteria	For information only	
Bidder response	Confidential Information	Justification for exemption/exception under FOIA / EIR
	Commercially sensitive information	Justification for exemption/exception under FOIA / EIR

## Declaration 1: Statement of non-collusion

To: South Tees Site Company Limited

1. We recognise that the essence of competitive tendering is that STSC will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.
2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:
  - a) communicate to any person other than STSC the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
  - b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
  - c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.
3. In this certificate, the word "person" shall include any person, body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such information, formal or informal, whether legally binding or not.

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Date

## Declaration 2: Form of Tender

To: South Tees Site Company Limited

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
4. We agree that this tender shall remain open to be accepted by STSC for x weeks from the date below.
5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Authority we may be required to secure a Deed of Guarantee in favour of STSC from our holding company or ultimate holding company, as determined by STSC in their discretion.
6. We understand that STSC is not bound to accept the lowest or any tender it may receive.
7. We certify that this is a bona fide tender.

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Email address

.....  
Telephone Number

.....  
Date



### Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this tender (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this tender, or to indicate a professional or personal interest in the outcomes from this tender.

Signed .....

Name .....

Position .....

**OR**

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

X  
X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

X  
X

Signed .....

Name .....

Position .....

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

\* These may include (but are not restricted to);

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify the OGA straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

#### Declaration 4: Questions for Tenderers

In some circumstances STSC is required by law to exclude you from participating further in a procurement activity. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

<b>Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b>	<b>Answer</b>
1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	

(f)	money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
(g)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or	
(h)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
(i)	any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Date

**Declaration 5: Agreement to Published Terms & Conditions**

To: South Tees Site Company Limited

We confirm agreement to the published Terms and Conditions in relation to this tender without deviation.

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Date

CONFIDENTIAL

**Declaration 6: Use of Sub-Contractors**

To: South Tees Site Company Limited

We intend to use the below sub-contracts in delivering this tender.

Sub-contractor	Nature of Work

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Date

**OR**

We do not intend to use sub-contractors in delivering this tender.

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Date

## Declaration 7: Health & Safety Policy

	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. These should consider not only where your organisation is based but also any needs that are required in the country of delivery of the procurement.
Bidder Guidance	The Bidder shall answer <b>Yes</b> or <b>No</b>  <b>Yes</b> – Pass  <b>No</b> – Fail
Scoring Criteria	Mandatory Pass / Fail

Please sign in the appropriate box:

<b>Yes</b> – Pass	Sign: Print Name:
<b>No</b> – Fail	Sign: Print Name:

**Declaration 8: Enforcement/remedial orders**

	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health, Safety and Environment enforcement agencies (or equivalent body) in the last 3 years?
Bidder Guidance	<p>The Bidder Shall answer yes or no</p> <p>Yes = <b>*Fail</b></p> <p>No = <b>Pass</b></p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Contracting Authority will not select bidder(s) that have been prosecuted or served notice under Health and Safety legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>
Scoring Criteria	Mandatory Pass / Fail

**Please sign in the appropriate box:**

Yes = <b>*Fail</b>	Sign: Print Name:
No = <b>Pass</b>	Sign: Print Name:



## **Declaration 9: General Data Protection Regulations**

The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

The Supplier warrants that that it shall under this Contract:

Process only on documented instructions by the Contracting Authority, including regarding international transfers (unless, subject to certain restrictions, legally required to transfer to a third country or international organisation);

- provide all reasonable assistance to the Contracting Authority in the preparation of any Data Protection Impact Assessment
- ensure those processing personal data are under a confidentiality obligation (contractual or statutory);
- appoint a suitably qualified data protection representative to manage the data;
- Keep records of their data processing activities performed under this Contract in order to be able to provide information included in those records to the Data Protection Authorities, upon request. Records should include: (1) details of the data controller and data processor and their representatives; (2) the categories of processing activities that are performed; (3) information regarding cross-border data transfers and; and (4) a general description of the security measures that are implemented;
- take all measures required under the security provisions which includes pseudonymisation and encrypting personal data as appropriate;
- only use a sub-processor with Contracting Authorities formal written consent (specific or general, although where general consent is obtained processors must notify all and any changes to the Contracting Authority, giving them an opportunity to object);
- flow down the same contractual obligations to sub-processors as is imposed upon the Supplier by the Contracting Authority;
- notify Contracting Authority without undue delay data breaches;
- assist Contracting Authority in responding to requests from individuals (data subjects) exercising their rights;
- assist Contracting Authority in complying with the obligations relating to a security breach notification, Data Protection Impact Assessment and consulting with supervisory authorities;
- securely destroy (providing evidence that this has occurred e.g. a secure waste disposal certificate from a third party) or return as instructed by the Contracting Authority all personal data at the end of the Contract (unless storage is required by EU/member state law);
- make available to the Contracting Authority all information necessary to demonstrate compliance; allow/contribute to audits (including inspections by the Contracting Authority or a third party); and inform the Contracting Authority if its instructions infringe data protection law or other EU or member state data protection provisions.
- where the supplier is required to collect any Personal Data on behalf of the Contracting Authority, it shall ensure that it provides the data subjects form who the Personal Data are collected, with a privacy notice in a form to be agreed with the Contracting Authority

The Contracting Authority may require further assurances during the Contract through a series of questions as to Suppliers GDPR compliance. Notwithstanding any other remedies available to the Contracting Authority, the Supplier shall fully indemnify the Contracting Authority as a result of any such breach of the General Data Protection Regulations (GDPR), by the Supplier or any other party used by the Supplier in its performance of the Contract, that results in the Contracting Authority suffering fines, loss or damages.

## **Schedule of Processing, Personal Data and Data Subjects**

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further

written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of Contracting Authority Data Protection Officer are:

Name: Sue Houston

Data Protection Officer Address: Teesside Management Offices, Trunk Road, Redcar, TS10 5QW

2. The contact details of the Suppliers Data Protection Officer are:

**Name:**

Email :

Data Protection Officer Address:

3. The Supplier shall comply with any further written instructions with respect to processing by Contracting Authority. Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	Company names and addresses, images, employee names and works telephone numbers. Information is held to ensure the safety of all contractors and visitors on site and to ensure they and their employees are fully contactable.
Duration of the processing	Processing will take place from the commencement of the contract until up to 12 months after the contract end (dependant of the requirement).
Nature and purposes of the processing	The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or combination, restriction, erasure or destruction of data.
Type of Personal Data	Names, mobile numbers, dates of birth vehicle registration, images

Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Date to be removed after any job or contract term ends unless for legal or union reasons.

## GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.



GDPR Assurance  
Questionnaire.xlsx

Note: the Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.

.....  
Signature (on behalf of the tenderer)

.....  
Print name

.....  
Date