

**Hire & Installation of Reflector-less Total Stations**

**TENDER REFERENCE: STSC-JN-0065**

**Tender Issue Date: 1st November 2019**

**Tender Return Date: 20th November 2019**

South Tees Site Company Limited

Procurement Department

Teesside Management Offices

Redcar

TS10 5QW

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1. **Introduction**

South Tees Site Company Limited has been appointed to maintain the safety of the Redcar site (formally SSI Steel).

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 1st December 2016 The Department established a Government company, known as the South Tees Site Company Limited, 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 South Tees Site Company Limited against all claims, proceedings, costs - including the cost of defending proceedings - and expenses.

# 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 full invitation to tender issued | 1st Nov 2019 |
| Site Visit | 7th Nov 2019 |
| Deadline for questions relating to the tender | 12th Nov 2019 |
| Responses to questions published | 14th Nov 2019 |
| Deadline for receipt of tender | 20th Nov 2019 |
| All suppliers informed of outcome | 27th Nov 2019 |
| Contract award on signature by both parties | TBA |
| Contract start date | TBA |

The contract is to be for the period of the specified job unless terminated or extended by the Authority in accordance with the terms of the contract.

1. **Procedure for Submitting Tenders**

Please send your proposal clearly marked as “TENDER” and include the Tender Reference Number e.g. STSC- JN-65 **before** the deadline of 20th November 2019 to Procurement via email

[procurement@stscltd.co.uk](mailto:procurement@stscltd.co.uk)

For questions regarding the procurement process please contact [procurement@stscltd.co.uk](mailto:procurement@stscltd.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 proposed email [procurement@stscltd.co.uk](mailto:procurement@stscltd.co.uk). All questions should be submitted by 12th November 2019; questions submitted after this date may not be answered. Should questions arise during the tendering period, we will publish these questions with our formal reply by the end of 14th November 2019 on Contracts Finder. 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 whether or not your tender is successful.

1. **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 specification.

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

Tenders will be evaluated using criteria shown in the Price/Quality Evaluation Criteria Section.

1. **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. *(Appendix 2)*

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.

1. **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 Procurement. 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.

1. **Documents to be Submitted**

|  |  |
| --- | --- |
| **Requirement** | **Assessment** |
| 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 | Pass/Fail |
| 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 |
| Pricing Schedule | Quantitative |
| Response to Quality Assessment Questions | Qualitative |
| Copy of Environmental Policy | Information |

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

1. **Job Background**

South Tees Site Company Policy is to provide a safe working environment and to adopt best practice to ensure health, safety and welfare within the workplace.

Though the site is technically closed, there are some operations still functioning or are part of the keep it safe initiative, decontamination or demolition. Demolition is only undertaken at this time, if an asset becomes unsafe or poses a risk and cannot be maintained. It was during such an exercise involving the removal of three large process vessels (Ammonia Washers) that an explosion occurred rupturing one of the vessels and a major incident declared.

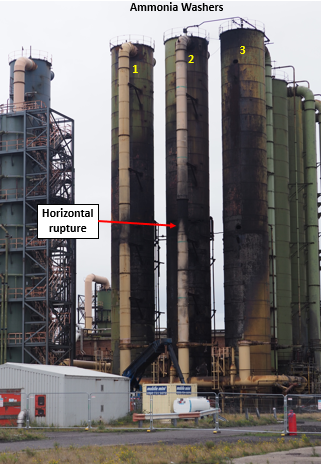
**History**

The ammonia washers are c.42m in height and 4.8m in diameter

The vessel is of steel/riveted construction built primarily to remove ammonia (via a spray system) from coke oven gas

The vessels were constructed in the 1950’s and after extensive repairs (over plating and fibre glass type) and significant deterioration, made redundant c.1990

The vessels are known to be in a poor condition, showing large areas of fibre glass repair, over plate weld repairs, stiffening to the inner shell plates, numerous corroded through-wall penetrations, and general shell pate thinning due to both internal and external corrosion. Note the most significant internal corrosion is in the form or circumferential banding.



**Incident**

On the 19th of September 2019 during the demolition work of three redundant ammonia scrubbers, an incident occurred resulting in a fire and subsequent releases of energy in two of the column process vessels. No 2 vessel sustained a large amount of damage at what is thought to be a previously corroded area and has a large 5m circumferential rupture (approx. 30% of the circumference of the vessel), at approximately half of its 42m height.

Thermal activity had initially been present in two of the vessels since the day of the incident, with temperatures reducing over a period. It appears that No.3 vessel had not experienced any thermal activity with No.1 not being active for several weeks. Shell temperatures at the base of No.2 are still slightly higher than those on the adjacent two vessels but only by several degrees.

At present the area is under the control of the Cleveland Fire Brigade, and the vessels subject to daily verticality checks by STSC with a theodolite and thermal imagery (via a drone) and atmospheric gas testing.

Though shell temperatures are close to ambient and there have been no outward signs of movement (buckling and verticality) since the incident occurred, there is now a requirement to understand the effect of the wind speed and direction against any detectable movement of the No.2 tower.

**Ongoing Risk**

The presence of the rupture at approximately half of the vessel’s height presents an ongoing risk of collapse in sufficiently high winds. The structure is currently afforded an amount of support by the location of the vertical outlet gas main which connects at the top of the tower, down in front of the rupture, to a horizontal gas main only several metres above ground. This support is not by design, indeed, the vessel should be stabilising the gas main. However, it is likely that the gas main is currently acting a ‘backbone’ to the washer tower

If the tower does collapse in high winds it is likely to fail around the rupture location.

The risk is further complicated by the presence of several storage tanks containing flammable COMAH products within the fall zone.

**Primary Aim**

To set up an arrangement of surveying equipment which can be aligned to monitor movement of four points on No.2 vessel (such as north, south, east, west) at two locations (top and horizontal tear).  The readings should be correlated with digital anemometer readings taken from a safe location reasonably close to No.2 vessel and of a similar height to No.2 vessel to give an accurate representation of the windspeed / direction which No.2 washer is exposed to.

The above arrangement would enable automated monitoring of the stability to be set up. The effect of the wind and direction on tower movement could then be monitored and recorded. This would then build up a history with the aim of determining the level of stability of the tower in order to carry out tasks within the cordon area.

The system must provide instantaneous readings of movement (changes in movement) along with wind speed and direction with automated alarms sent to nominated mobile devices and website or alternative arrangement which can be accessed by nominated personnel.

It is intended that the system will be used for live monitoring whilst work is ongoing within the cordon as part of a safe system of work such that all work would cease in the event of any movement being notified.

The STSC ltd requirement is to hire a Reflector-less Total Station system units c/w associated equipment (battery) including a weather station, with installation and setup of equipment to enable STSC ltd to gather accurate data over an undefined period of time. Data required includes; wind speed, wind direction and column vessel verticality movement. From research it is likely that two such stations would be required to monitor movement of the tower, e.g. north / south and east / west.

Access to the tower is not permissible due to the unknown stability of the tower and the stations will be required to set up at a safe distance from the unit, possibly 100m or more.

**Objectives**

To record data pertaining to the wind speed and its direction which indicate any consequential movement, indicative of the tower leaning. This is required so that the max wind per direction and associated movement or non-movement of the vessel can be ascertained as this will be used to create a safety bench mark for any work carried out near the vessels.

Provide constant live data regarding the wind speeds and wind direction. To be used as a monitoring tool.

Provide constant live data regarding any vertical movement of the vessel column sections particularly above the vessel rupture area. To be used as a monitoring tool.

To have Total Stations which only require occasional access (i.e. to replace batteries or carry out any equipment checks)

1. **Scope**

South Tees Site Company Limited wishes to appoint a suitably qualified and experienced contractor to;

1. To supply, install and set up 2 x ‘Reflector-less Total Stations’ to continuously monitor for movement of the tower in any direction from
   * an area below the rupture point,
   * an area above the rupture point,
   * and an area close to the top of the vessel.

From research the initial thought is that two stations will be required to detect movement north / south and east / west.

It is suggested that the equipment should be able to detect movements of as low as 10mm.

1. To supply and install a weather station capable of continuously measuring wind speed and the direction of the wind.
2. Power supplies for any installed equipment i.e. Battery packs (preferred option) or similar due to very limited electrical supplies within the immediate area). Note re batteries – spare batteries and charger will be required for each device.
3. All risk assessments and safe working procedures relevant to the installation work.
4. Basic training (for a min of 4 persons) in the use of the equipment and software.
5. Provide a suggested commissioning period following initial set-up of the equipment such that data is correctly interpreted by STSC and alarms are set to appropriate levels.
6. Access to a support service.
7. Software for laptop (Laptop to be supplied by STSC)
8. Copy of all calibration certification

**Optional**

* Insurance (accidental damage/theft) to hire equipment

**Note**

* There must be no photographs or videos taken without the specific permission of STSC ltd
* Existing welfare facilities are limited to toilet, hand wash facilities (portable unit)
* All personnel to be site inducted (adhere to site rules and protocols)
* All personnel to have a safety passport to work or an acceptable alternative
* All personnel to be safety briefed prior to entering the South Bank Coke Oven controlled area
* All personnel to bring their own PPE to include as a minimum:
  + Flame proof overalls (with some hi vis element)
  + Safety helmet (hard hat)
  + Safety boots
  + Gloves
  + Eye protection i.e. safety specs
* All risk assessments and safe working procedures to be provided by the main contractor.
* Equipment and services to be supplies by the contractor include:
  + Two Total Stations
  + One weather Station (wind and wind direction) c/w fixings
  + All electric cabling
  + Batteries including spares and battery charger
  + Installation of above equipment (installation work must not require excavations, working at height or mains electricity\*)
  + Software an initial set up of equipment
  + Basic training in the use of the software
* Calibration certs to be supplied for Anemometer. Total Stations

(\*unless by prior agreement).

1. **Drawings & Specifications**

Picture showing Ammonia Scrubbers can be seen on page 7 of this document.

1. **Standards**

* Does your Company have ‘SafeHire’ certification or any other accreditations in relation to the hire of plant and equipment?

No:

Yes (please provide details):

* Invoices and quotations must be issued reflecting the breakdown requested in the price schedule.
* All waste generated (such as packaging) must be removed by the contractor.

1. **Site Visit**

A site visit is arranged for this work. This site visit is strongly advised and MUST be confirmed via email to [Procurement@stscltd.co.uk](mailto:Procurement@stscltd.co.uk) by 4pm on 6th November 2019. Failure to confirm attendance may mean you will not be permitted on the site visit, dependant on capacity. It may be difficult to submit a tender without attending site. We cannot support further site visits for anyone who is unable to attend. STSC Ltd would advise that a deputy is booked onto the visit if you cannot attend.

**Max – 2 people per Company.**

Date: 7th November

Time: 1pm

Site Host: Stephen Wilson

Address: Trunk Road, Redcar, TS10 5QW (Report to security gate)

You may be required to complete a site induction, this will take around 15 minutes, please make time for the induction.

Anyone attending without the appropriate PPE will not be permitted to leave the minibus during the visit. (See notes on page 10 of this document)

1. **Health & Safety**

South Tees Site Company Ltd is a top tier COMAH site and as such, is heavily regulated. All contractors and sub-contractors are required to complete the VA01 contractor approval form 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 successful contractor will be required to complete, prior to any actual contract award. Please note there is a minimum requirement for anyone working on site to hold a site safety passport, please refer to the below Contractor Approval VA01 document for valid types.

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

1. **Budget**

The budget for this project is £40,000 to £60,000 excluding VAT.

The length of this contract is expected to be for a minimum of 7 weeks and is subject to change due to other operational factors.

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.

1. **Price/Quality Evaluation Criteria**

**Price 30 Points**

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 Points

Next Lowest Tender: £18k – (15/18 x 30) – 25 Points

Next Lowest tender: £22k – (15/22 x 30) – 20 Points

**Pricing Schedule**

Please provide a fixed lump sum price for this scope of work broken down into the elements as required in the price schedule. (*Appendix 1)*

**Quality**

In order for your bid to be considered, the proposed solution must, as a minimum meet the requirements set out in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Does the proposed solution*** | ***Yes*** | ***No*** | ***Comments*** |
| **Record data pertaining to wind speed and it's direction which indicates any consequential vertical movement?** |  |  |  |
|  | ***Yes*** | ***No*** |  |
| **Provide constant live data regarding wind speeds and wind direction?** |  |  |  |
|  | ***Yes*** | ***No*** |  |
| **Provide constant live data regarding any vertical movement of the vessel column sections, in particular those above the rupture area?** |  |  |  |
|  | ***Yes*** | ***No*** | **Please state expected battery life below** |
| **Only require occasional access for battery replacement and equipment checks** |  |  |  |

**Quality 70 Points**

1. **Please demonstrate your understanding of the contract and detail how you would ensure successful delivery of this requirement - 30%**

The bidder is required to:  
a) Outline their understanding of the requirements and how any lessons learned on previous projects would help with the management of these services.  
b) Identify the top 3 risks associated with this project and how the bidder would ensure effective management and mitigation.

1. **Please provide details of your proposed implementation plan - 40%**

The bidder is required to:

1. Detail lead-times for equipment
2. Timescale for implementation and training
3. Details of support as priced in price schedule
4. Timescales and requirements for removal

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 x 10 = 6)

1. **Procurement**

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

Email: [procurement@stscltd.co.uk](mailto:procurement@stscltd.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. **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 declaration question 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.

FREEDOM OF INFORMATION ACT 2000 (FOI) AND / OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) EXEMPTIONS

Please complete this section only if you have agreed for your information to be disclosed under the FOI Act or:

If you have not agreed to your information to be disclosed under the FOI Act please complete a field ‘N/A’ (Not applicable)

If you have agreed for your information to be disclosed under the FOI Act 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)

|  |  |  |
| --- | --- | --- |
| Bidder guidance | The Bidder shall provide details of their proposed exemptions/exception in the table below.  The Bidder (irrespective of submitting a successful or unsuccessful Bid) shall note that if the Contracting Authority believes that the suggested Exemptions or Exceptions have not been applied properly as per the Act or Regulation, the Contracting Authority will disclose the requested information unless another exemption or exception can be applied by the Contracting Authority.  Be aware that by completing and answering ‘Yes’ you have agreed for STSC Ltd 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. | |
| Scoring criteria | For information only | |
| Bidder response | Confidential Information | Justification for exemption/exception under FOI Act |
|  |  |  |
|  |  |  |
|  |  |  |
|  | Commercially sensitive information | Justification for exemption/exception under FOI Act |
|  |  |  |
|  |  |  |
|  |  |  |

**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:

1. 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;
2. 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;
3. 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. 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.

|  |  |
| --- | --- |
| **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?** | **Answer** |
| 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; |  |
| 1. 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; |  |
| 1. the offence of bribery, where the offence relates to active corruption; |  |
| 1. bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. 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: |  |
| 1. the offence of cheating the Revenue; |  |
| 1. the offence of conspiracy to defraud; |  |
| 1. 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; |  |
| 1. 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; |  |
| 1. 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; |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of [section 20](http://www.lexisnexis.com:80/uk/legal/search/runRemoteLink.do?langcountry=GB&linkInfo=F%23GB%23UK_ACTS%23section%2520%25sect%2520%25num%251968_60a%25&risb=21_T12077301839&bct=A&service=citation&A=0.5036676212568264) of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| 1. 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 |  |
| 1. 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 |  |
| 1. 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. |  |

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

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

**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

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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

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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 were 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 **Yes** or **No**  **Yes** – Pass  **No** - Fail |
| Scoring criteria | Mandatory Pass / Fail |

**Please sign in the appropriate box:**

|  |  |
| --- | --- |
| Yes | Sign:  Print Name: |
| No | 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 | The Bidder Shall answer yes or no  Yes = \*Fail  No = Pass  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.  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. |
| Scoring criteria | Mandatory Pass / Fail |

**Please sign in the appropriate box:**

|  |  |
| --- | --- |
| Yes | Sign:  Print Name: |
| No | 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 is 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:     2. Sue Houston     3. Data Protection Officer Address: Teesside Management Offices, Trunk Road, Redcar TS10 5QW     4. The contact details of the Suppliers Data Protection Officer are:   **Name:**  Email :  Data Protection Officer Address:   * + 1. 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.  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. |

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Signature (on behalf of the tenderer)

……….………………………………………………………………………….

Print name

…………………………………………………………………….…………….

Date

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