**INVITATION TO TENDER FOR**

**BELOW-THRESHOLD PROCUREMENTS**

**SECTION B: TENDER SCHEDULES**

 **TO BE COMPLETED AND RETURNED BY BIDDERS**



## York Teaching Hospitals NHS Foundation Trust

## Invitation to tender for the Provision of Winter Gritting Services

## Date of advertisement on Contract Finder: 16 July 2015

## Authority's reference number: CB/DM/15/1210

## Deadline for Tenders to be received: 5.00P.M. Tuesday 25 August 2015

**SECTION B: TENDER SCHEDULES**

**TO BE COMPLETED AND RETURNED BY BIDDERS**

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ANNEX B1
ELIGIBILITY QUESTIONS AND RESPONSES

**Notes for completion**

1. “Authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable suppliers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. The Eligibility Questions in this Annex B1 have been designed to assess the suitability of a Supplier to deliver the Authority’s contract requirement(s). If you pass all Eligibility Questions, the Authority will mark the appropriate documents.

4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

6. Please return a completed version of this document to the Authority in accordance with the Instructions to Bidders in Section A of this ITT.

**Verification of Information Provided**

7. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in section 7 of this Annex B1 relating to Technical and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**Sub-contracting arrangements**

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Consortia arrangements**

10. If the Supplier completing this Annex B1 is doing so as part of a proposed consortium, the following information must be provided;

* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of this Annex B1 as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Confidentiality**

15. When providing details of contracts in answering section 6 of this Annex B1 (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations 2015.

## **1 - Supplier information**

|  |  |
| --- | --- |
| **1.1 Supplier details** | **Answer** |
| Full name of the Supplier completing this Annex B1 |  |
| Registered company address |  |
| Registered company number |  |
| Registered charity number |  |
| Registered VAT number |  |
| Name of immediate parent company |  |
| Name of ultimate parent company |  |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company  | 🞏 Yes |
| ii) a limited company | 🞏 Yes |
| iii) a limited liability partnership | 🞏 Yes |
| iv) other partnership | 🞏 Yes |
| v) sole trader | 🞏 Yes |
| vi) other (please specify) | 🞏 Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | 🞏 Yes |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | 🞏 Yes |
| iii) Sheltered workshop | 🞏 Yes |
| iv) Public service mutual | 🞏 Yes |
| **1.2 Bidding model** |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | 🞏 Yes |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | 🞏 Yes |
| c)       Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | 🞏 Yes |
| d)      Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | 🞏 Yes**Consortium members****Lead member** |
| e)      Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. |  🞏 Yes**Consortium members****Current lead member****Name of Special Purpose Vehicle** |

|  |
| --- |
| **1.3 Contact details** |
| Supplier contact details for enquiries about this Annex B1 |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |
| --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** |
| 1.4.1 | Registration with a professional bodyIf applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | 🞏 Yes🞏 NoIf Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | 🞏 Yes🞏 NoIf Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

## **2 - Grounds for mandatory exclusion**

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

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Authority for advice before completing this form.

|  |  |
| --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 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 on the fight against organised crime;
 |  |  |
| 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;
 |  |  |
| 1. the common law offence of bribery;
 |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
 |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed—
 |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 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;
 |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009
 |  |  |
| 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 57(1) of the Public Contracts Directive—
 |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes****2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

## **3. Grounds for discretionary exclusion**

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |
| --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;
 |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
 |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;
 |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
 |  |  |
| 1. your organisation—

(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
|  (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

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

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Annex B1. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

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

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

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

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

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

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

ANNEX B2
SPECIFICATION

This Specification forms part of the Specification and Tender Response Document. It will form part of the Contract between the Authority and the Supplier.

**Provision of winter maintenance at sites managed by**

**York Hospitals NHS Foundation Trust**

York Teaching Hospitals NHS Foundation Trust (The Trust) wish to appoint an experienced winter maintenance contractor to carry out gritting at several Trust properties whenever ice and snow threaten public safety.

The contract will be for a term of three years, commencing 1st November 2015 and terminating 31st March 2018, the effective period for each winter period will be 1st November to 31st March each year

The areas covered within this contract vary from the large York hospital site where a full 7 day cover is required to smaller remote properties which are occupied Monday to Friday and will require a lower level of attendance

Snow and ice can never be predicted with any certainty over a three year period, it is unlikely that any two years will replicate each other, for the purposes of tendering prospective contractors should estimate for 70 occasions per winter period to all properties. Each area should be costed separately to enable individual areas to be identified for invoicing purposes.

The areas will be divided into 3 categories to reflect the use of the buildings and the varying criteria which will trigger attendance, see Appendix 1

Category 1 are areas that are in regular use 7 days per week

Category 2 are staff areas in 7 day use but restricted at week-ends

Category 3 are buildings which have Monday to Friday occupancy

It is recognised that the areas in Category 3 may need week end gritting if exceptional weather conditions prevail over a week end and control of the area may be compromised if snow levels are allowed to increase without any control measures, these will be at the discretion of the contractor but will be notified to the Trust officer via e-mail as a record within 24 hours, indicating the criteria used.

The successful contractor will be expected to operate in the best interest of the Trust, as many of the decisions made will be at their discretion using their knowledge gained over several years operating in this area, they will be expected to,

Monitor the predicted weather forecast provided by a recognised meteorological station for the areas covered by this contract and identify the requirement to grit according to the schedule in Appendix 1

Gritting will be carried out generally in the time frame of 1800hours to 2200 hours when adverse weather is predicted overnight, when conditions are such that the evening gritting is unable to control the conditions a second early morning grit may be required.. Snow ploughing will be utilised when it is thought that the gritting will have little effect unless the snow is removed/reduced

All attendances will be notified to the nominated Trust officer within 24 hours of the event via e-mail as a record of work carried out, wherever possible vehicle tracking devices should be maintained as a true record of attendance, these may be required as evidence in the event of any claim being made against the Trust by any person or external body.

Where event occur or come to light that are not covered within the service document they should be raised with the Trust officer.

Vehicles used to carry out the gritting should be of a suitable size to be able to manoeuvre around the sites without hinderance.

Emergency call outs may be instigated by the Trust officer, these will be notified in written form as a record, any additional costs will be identified and paid separately, it would be expected that any request would be actioned on site within 3 hours unless extenuating circumstances are identified at the time of the request

The sites will be surveyed prior to the tendering for this work and will identify the most appropriate product for the differing locations and will identify the rate at which the grit will be spread, this will vary due to the prevailing conditions and indicate how this will be accounted for on any invoice.

The contractor will be expected to hols sufficient stocks of grit to be able to meet all the conditions of this contract, if for any reason the contractor is unable to meet these conditions the Trust officer must be notified in advance of any anticipated problem

The Trust has bins at various locations around the properties which staff can utilise for local snow clearance. These bins are replenished by Trust staff the contractor will provide a cost to supply 150 no. 25kg bags of salt at the start of each winter period with additional supplies as requested

Invoices will be paid monthly against the work carried completed, the invoice will be approved by the Trust officer to verify the invoice amount.

The contractor will inform the Trust officer when the contract sum is at a level when it will only sustain 5no. further attendances, the Trust officer will engage with the contractor to assess the further requirements for the winter period.

Properties covered by this contract

York Hospital, Wigginton Road, York YO31 8HE

Selby Hospital. Doncaster Road, Selby. YO8 9BX

Malton Hospital. Hospital Road, Malton. YO17 7NG

St. Monica’s Hospital. Long Street, Easingwold, York. YO 61 3JD

Easingwold Renal Unit Tanpit Lane, Easingwold, York YO61 8HE

The Archways Clarendon Court, Haxby Road, York YO31 8YZ

White Cross Court Wilson Drive, Huntington Road. York YO31 8FT

Medical Records /Transport Amy Johnson Way, Clifton Moor, York. YO314XT

Park House Bridge Lane, Wigginton Road. York. YO31 8ZZ

Groves Chapel Union Terrace, York. YO31 7WS

N.B. Park House and Groves Chapel are accessed from the Clarence Street entrance to Bootham Park Hospital

Centurion House Tribune Way, Clifton Moor, York. YO30 4RY

Tribune House Tribune Way, Clifton Moor, York. YO30 4RY

Clifton Chapel Clifton Park Avenue, Shipton Road, York YO30 5PB

The Trust has several sites with differing functions on each, the need to grit all areas all of the time is not essential so have been set into different categories

**Category 1**

These are areas which are used 7 days per week, where patients and visitors provide the highest number of traffic to the site.

The trigger point for gritting of these sites will be if the ground temperature will be at or below 1 degree centigrade or if there is a forecast that snow will cause disruption to road traffic

Locations covered in this category are:-

York Hospital roads and car parks

Selby Hospital

Malton Hospital

St Monica’s Hospital

White Cross Court

Easingwold Renal Unit

**Category 2**

These are staff areas where there is 7 day use that is restricted at weekends.

The trigger point for gritting these areas will be if the ground temperature will be below 0 degrees centigrade or if there is a forecast that snow will cause disruption to road traffic

Locations covered in this category are:-

Park House and Groves Chapel car parks and road

Medical Records and Transport

**Category 3**

These are areas where building occupancy is generally Monday to Friday with no week end attendance, roads and car parks therefore only need to be accessible on those days. The trigger point for gritting these areas will be if the ground temperature will be at or below 0 degrees centigrade or there is a forecast that snow will cause disruption to road traffic

Locations covered in this category are:-

Centurion House

Tribune House

Cayley Court

Clifton Chapel

N.B. it is noted that if there is significant snowfall over the week end the contractor may believe it prudent to apply grit to maintain a level of control he should use his professional judgement an notify the Trust officer accordingly

N.B. it is noted that if there is significant snowfall over the week end the contractor may believe it prudent to apply grit to maintain a level of control he should use his professional judgement an notify the Trust officer accordingly

Note that references in this Annex B2 to schedules and clauses are to schedules and clauses of the Contract.

**Note to Bidders:**

**The Bidder must respond to each row of the Specification below.**

**Write "Confirmed" to confirm acceptance of the row.**

**If not accepted, the Bidder must state why not and propose its alternative drafting. This must be full form drafting capable of being inserted into the Contract.**

**Bidders proposing no amendments will score full marks. Bidders proposing alternative drafting will receive a lower mark, depending on the number of changes and their significance.**

**Note: the Bidder will not be permitted to add to this list or amend proposals to the Authority's detriment after the deadline for Tender submission.**

**Specification**

|  |  |  |
| --- | --- | --- |
| **Specification** | **Bidder's response** |  |
| 1. **General**
 |  |   |
| 1. Commencement Date:
 | 1 November 2015 |  |
| 1. Term:
 | 3 years – 1 November – 31 March |  |
| 1. Contract Manager for the Authority:
 | Chris Bowes |  |
| 1. Contract Manager for the Bidder:
 | Name:  |  |
| 1. Notices shall be served in writing on the Bidder by delivering them to the following person:
 | Name:Address:Role: |  |
| 1. Notices shall be served in writing on the Authority by delivering them to the following person:
 | Chris BowesSenior BuyerPurchasing DepartmentScarborough General HospitalWoodlands DriveScarboroughYO12 6QL |  |

ANNEX B3
TENDER RESPONSE DOCUMENT

**Note to Bidders: Your response to this Annex B3 will form part of the Specification and Tender Response Document as defined in the Contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

TECHNICAL AND QUALITY QUESTIONS AND METHOD STATEMENTS – 50% of overall score.

Q1 The proposed material to be used at each location – 5%

|  |
| --- |
|  |

Q2 What method of assessing the need to grit will be used AND when would the teams be deployed? – 7.5%

|  |
| --- |
|  |

q3 State at what rate will the grit be spread grams/m2 under average conditions; if there was a need to exceed this level to what would it raise to and how would any costs be assessed? – 7.5%

|  |
| --- |
|  |

q4 Will there be a minimum stock level retained available for this contract? what would this be? – 5%

|  |
| --- |
|  |

Q5 How will you substantiate that all properties have been gritted in the agreed timescales? – 5%

|  |
| --- |
|  |

Q6 By which method you will inform the Trust officer that gritting has been carried out and what would be the timescale of the notification – 5%

|  |
| --- |
|  |

**Q7 IF A REQUEST TO CARRY OUT ADDITIONAL GRITTING WAS MADE AS A RESULT OF A**

**PROBLEM ARISING, WHAT WOULD BE THE MAXIMUM ATTENDANCE TIME? – 5%**

|  |
| --- |
|  |

**Q8 PLEASE DESCRIBE ADDITIONAL BENEFITS WHICH CAN BE OFFERED TO THE TRUST**

**WHICH WOULD ENHANCE THE PROVISION OF THESE SERVICES – 5%**

|  |
| --- |
|  |

**Q9 PLEASE DESCRIBE THE DIFFERENT METHODS OF DE-ICING WHICH REFLECTS THE**

**VARIOUS TYPES OF SURFACES FOUND ON TRUST SITES, PLEASE INCLUDE IMAGES OF**

**YOUR EQUIPMENT WHICH WOULD BE USED – 5%**

|  |
| --- |
|  |

ANNEX B4
COMMERCIAL SCHEDULE

1. GENERAL INSTRUCTIONS
	1. All pricing should be in pound sterling (£GBP). If applicable please convert you currency into UK sterling using the rate published by the European Central Bank on the date you submit your Tender.
	2. Costs should be quoted exclusive of VAT. Please confirm this in your pricing schedule, and indicate if the project will attract VAT and at what rate.
	3. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT they will charge you.
2. PRICING MODEL AND CONNECTED QUESTIONS

**PLEASE PRIVDE THE FOLLOWING:**

1. INDIVIDUAL COST OF GRITTING EACH LOCATION AND THE COST TO SUPPLY 50 x 25kg BAGS OF SALT PER OCCASION – 40%

|  |
| --- |
|  |

**2. HOW ANNUAL COST INCREMENTS WILL BE CALCULATED. – 10%**

|  |
| --- |
|  |

ANNEX B5
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
	1. All the information that the Authority supplies as part of this contract may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
	1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption**  | **Period exemption is sought**  |
|  |  |  |
|  |  |  |
|  |  |  |

ANNEX B7
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

**TO: York Teaching Hospitals NHS Foundation Trust**

**PROPOSAL TO THE PROVISION OF WINTER GRITTING SERVICES.**

**REFERENCE NUMBER: CB/DM/15/1120**

## **Form of Tender**

## We have examined the invitation to tender ("**ITT**") and all accompanying annexes and schedules. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

## We declare that to the best of our knowledge the answers submitted in response to the Eligibility Questions (Annex B1 of the ITT) are correct.

## We Tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS terms and conditions (Annex A1 of the ITT);
* the Specification (Annex B2 of the ITT);
* our responses to the Tender Response Document (Annex B3 of the ITT); and
* our response to the Pricing Schedule (Annex B4 of the ITT).

## Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority unequivocally notifies us of its acceptance of this offer or issues a purchase order in respect of this offer, a legally binding contract shall come into force on the terms of the offer and acceptance..

## We undertake to keep the Tender open for acceptance by the Authority for a period of three months from the deadline for receipt of Tenders.

## We understand that you are not bound to accept the lowest priced, or any, Tender.

## **Non-collusive tendering**

## In recognition of the principle that the essence of tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

## We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

## We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date: .............................................................................

Name: .............................................................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................................

**By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)