



Parish Council

## **INVITATION TO TENDER**

**Invitation To Tender For the  
Pinecones Café  
Pinetrees Community Centre  
SWINDON  
SN2 1QR**

**PROVISION OF SERVICE: Supply of Goods or Services**

**Date: March 2023**

Central Swindon North Parish  
Council, Pinetrees Community  
Centre, SWINDON SN2 1QR

Tel: 01793 466499

Email: [clerk@centralswindonnorth-pc.gov.uk](mailto:clerk@centralswindonnorth-pc.gov.uk)



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## PART 1 - TENDER PROCESS

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### 1. INTRODUCTION

Central Swindon North Parish Council is inviting bidders to submit a tender for opportunities that have arisen. This invitation to tender requires all prospective bidders to read Part 1 to gain information about the process and expectations, read Part 2 to review the tender opportunity, to complete Part 3 which will be the application and review Part 4 in line with completing Part 3 as it refers to guidance for completion and scoring.

### 2. BACKGROUND

Bidders will need to demonstrate having significant skills, knowledge and experience in the relevant areas applicable to the tender opportunity as outlined in Part 3.

#### 2.1 About Central Swindon North Parish Council

Central Swindon North Parish Council was established in 2017 as a new Civil Parish. The Parish is home to around 30,000 residents with an annual precept of around £1.4 million. We provide a range of services including Grounds, Street Cleansing, Sports Facilities, Community Centres, Allotments, Parks and Youth/Community support services.

### 3. TENDER OPPORTUNITIES

Note that **Part 2** lists all tender opportunities and specifications that have been published in this pack.

#### 3.1 Deliverables

**Part 2** lists all of the required deliverables, outcomes and or outputs required for each tender opportunity.

#### 3.2 Management & Governance

The contract will be managed by the Parish Estates Manager and monitored by the Parish Clerk. There will be a requirement for regular progress reporting which will be stipulated in **Part 2** under the relevant tender specification.

### 3.3 Terms Of Service

- 2.3.1 The Parish Council is inviting a Charity, Social Enterprise, person or consortium to carry out this piece of work. **Part 2** provides a copy of the tender specification and service/supply requirements.
- 2.3.2 Any points of clarity can be sought from the Parish Clerk [clerk@centralswindonnorth-pc.gov.uk](mailto:clerk@centralswindonnorth-pc.gov.uk)
- 2.3.3 Contracting will be through the Parish Council directly.

### 3.4. Period Of Contract

This contract will run from and to the period as stated in **Part 2** of the Tender specification

### 3.5 Budget / Price

The budget or price for the work is stated in **Part 2** of the Tender specification. You are required to provide the total cost of the proposal as your response to the Tender specification, for the service or supply of goods detailing any additional or sundry costs, such as event costs for the activities you plan to deliver.

## 4 TENDER PROCEDURE

The Parish Council will hold interviews with organisations it feels are best suited and matched to the criterion set within this specification.

### 4.1 Timetable of Key Dates

Key dates within the proposed procurement timetable are stated in **Part 2** of the Tender specification. This is intended as a guide and whilst the Parish Council would not intend to intentionally depart from the timetable it reserves the right to do so at any stage.

### 4.2 Bidder's Responsibility

- 4.2.1 It is the responsibility of the bidder to satisfy themselves as to the nature, extent, circumstances and situation of the works, service or supply of the tender and that they will be held to have, by their own independent site visits and inspection as appropriate and organised by the Council or via site plans, fully informed and satisfied themselves as to the deliverability of the works, services and or supply of goods, in accordance with the tender opportunity and deadlines, outcomes, deliverables required.
- 4.2.2 Bidders will be taken to have, by their own examination of the tender documents, satisfied themselves as to the full Requirements of the contract.
- 4.2.3 Bidders must satisfy themselves that execution of the contract is within their capabilities and powers and to demonstrate this to the Council within the tender response or interview.
- 4.2.4 The successful bidder / contractor shall be prepared to commence the service when advised. Currently this is planned for ~~June 2021~~.

### 4.3 Clarifications

- ~~4.3.1 The Council reserves the right to clarify any element of the submitted tender.~~
- 4.3.2 The Council may reject non-compliant tender responses.

### 4.4 Certificates/Letters

- 4.4.1 Please complete the forms and declarations contained in Section 9-Declaration of Interest, 10-Signed Declaration, 11-Confidentiality Form, Section 12-Non-Collusive Tendering Certificate, Section 13-Certificate as to Canvassing, Section 14-Form of Tender Letter and Section 15-Letter of Confidentiality
- 4.4.2 You must complete the Anti-Collusion Certificate found in section 12
- 4.4.3 You must complete the Letter of confidentiality found in section 11. You are required to complete this as matters of a confidential nature may be given to bidders and may be discussed at any negotiation stage.

### 4.5 Monitoring

- 4.5.1 The successful bidder is required to collaborate with the Council over the contract period to achieve continuous improvement in the quality and delivery of the services in accordance with the Council's obligations
- 4.5.2 The successful bidder will establish the necessary project management systems and processes for collating evidence of; service management, expenditure, delivery schedules, staff delivering the work/activity, outputs and outcomes and will also provide regular reports to the Council on contractual progress.

- 5.1.1 Bidders are required to complete all questions in **Part 3 as part of their submission**. Tender response requirements are also specified in Part 3 of the Tender Application and Response together with the scoring, pass and fail details and maximum scores that could be achieved.
- 5.1.2 Tender responses i.e. Completion of the 'Proposal' and satisfying the required data in 'Standard Details Questionnaire' in **Part 3** will be scored by an Evaluation Panel
- 5.1.3 Decisions will be based on scores awarded.
- 5.1.4 Scores awarded will be made from information provided by the bidders.
- 5.1.5 The scoring is provided at each section with an explanatory narrative.

## 5.2 Completing Your Proposal / Tender Response

A. The first section in Part 3 to complete is **'the bidder's proposal'**. The will be scored against the following:

- Value for money
- Evidence of quality systems and processes in place.
- Ability to deliver the work in the given timeframe to the standard required;
- Evidence of generating Social Value within the delivery of the work and or service including the expected impact it will have.

In assessing the responses to this question, the Council will be seeking evidence of the potential provider's suitability to deliver the requirements of the contract.

- B. The questions in **Part 3** (Annexe A and sections 1 to 8) require information about the bidder of which will be scored as detailed at the question.
- C. Sections 9 to 14 are declarations with require completing and signatures and of which will be scored as detailed within the section.
- D. Section 5 requires you to submit your organisations Policies for example; Health and Safety and Equality, Sustainability

5.2.1 In the event that none of the responses are deemed satisfactory, the Council reserves the right to consider alternative procurement options. The provision of false information will disqualify organisations from further consideration.

## 5.3 Submitting Your Proposal

Please ensure that all the required documentation is completed along with any supporting documentation (i.e. all of Part 3). The submission can be emailed to [clerk@centralswindonnorth-pc.gov.uk](mailto:clerk@centralswindonnorth-pc.gov.uk) or posted to: Central Swindon North Parish Council, Pinetrees Community Centre, SWINDON SN2 1QR. Submissions must be received by the deadline stated on the Tender Specification in **Part 2**.

**5.4 Form of Tender** You are to submit your tender response (**Part 3**) with the required information as stated on each question and section. Failure to do so may disqualify your tender.

|            |  |
|------------|--|
| Part 3     | Bidders Proposal   |
| Annex A    | Standard Details Questionnaire   |
| Section 1  | Potential Supplier Information   |
| Section 2  | Financial Information  |
| Section 3  | References   |
| Section 4  | Insurance  |
| Section 5  | Policies   |
| Section 6  | Professional and Business Standing<br>Part 1 Grounds For Mandatory Exclusion and Part 2 Grounds For Discretionary Exclusion  |
| Section 7  | Transparency In Supply Chains  |
| Section 8  | Specific Questions To Assess Technical And Professional Ability<br>A1 Health And Safety<br>A2 Well Being and Mental Health<br>A3 Equality And Diversity<br>A4 Equality And Diversity<br>A5 ISO 27001<br>A6 Sustainability Policy<br>A7 Previous Convictions<br>A8 Article 6– Registered as a Food Operator (where applicable only) |
| Section 8b | Sustainability   |
| Section 9  | Declarations Of Interest   |
| Section 10 | Signed Declaration   |
| Section 11 | Confidentiality Form   |

|            |  |
|------------|--|
| Section 12 | Non-Collusive Tendering Certificate  |
| Section 13 | Certificate as to Canvassing   |
| Section 14 | Form of Tender Letter  |
| Section 15 | Letter Of Confidentiality  |
| Additional | Attach all required policies that have been requested in Section 8 - A1 Health & Safety Policy, A2 Well-being & Mental Health Policy, A3 Equality & Diversity Policy and A6 Sustainability Policy. |

**5.5** Potential bidders should note that in the event that a bid is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, the bid may be rejected.

**5.6** Tenders submitted after the stipulated time and date will be rejected and returned to the bidder, unless evidence of posting (by first class post on a day preceding the closing date) is available.

## **6. SELECTION OF PROVIDER**

**6.1** A provider will be selected by virtue of the highest score from the evaluation.

**6.2** Successful and non-successful providers will be notified in accordance with the Timetable for Submission detailed at Section 11.

## **7. TENDER QUESTIONS**

**7.1** If you require further information about the requirements of the contract or the tendering procedures, please email the question to [clerk@centralswindonnorth-pc.gov.uk](mailto:clerk@centralswindonnorth-pc.gov.uk).

## **8. TENDERS EXCLUDED**

**8.1** The potential provider also certifies that at no time, before or following the submission of the tender, has the tenderer carried out any of the following:

- Offered or paid, gave or agreed to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

## **9. FREEDOM OF INFORMATION**

We are a Public Body. Information in relation to this tender may be made available on demand in accordance with requirements of the Freedom of Information Act 2000.

Potential providers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Potential providers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed, but will be examined in the light of the exemptions provided in the Act. It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be. The timing of any request for information may be extremely important in determining whether information is exempt. However, providers should note that no information is like to be regarded as exempt forever.

## **10. TIMELINE FOR SUBMISSION**

Refer to the relevant tender opportunity in **Part 2** for activity timelines and deadlines for submission.

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## PART 2 - DETAILED TENDER BACKGROUND INFORMATION AND TENDER SPECIFICATIONS

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An exciting opportunity has arisen at the Pinetrees Community Centre to provide a community café and regular lunch club offer. The Pinetrees Community Centre is a multi-faceted community centre in the heart of Pinehurst in Swindon and is managed directly by Central Swindon North Parish Council.

The Community Centre is open on average around 100 hours per week and provides a range of facilities to hire including a 120 capacity main hall, 30 cover cafe, 50 capacity meeting room, two tenanted units, a library, community garden, citizens advice bureau, credit union bank, parish council offices and an integrated NHS dentist.

Anticipated usage of the café space is intrinsically linked to the activities of the community centre but there are opportunities to make the café a destination in itself, making use of the outdoor seating area and external busy 'red route' at the front door with passing vehicular/pedestrian traffic.

There has been a community café on site before and the first ran from a social enterprise from 2011-2016, then the facility was managed in house from 2017-2019, finally the café was managed by another social enterprise from 2019-2020 when it was closed due to Covid19. The impact of Covid19 on the café has been severe, however the Council are encouraged that over time, usage levels can be restored and exceed pre-pandemic levels.

The Parish Council estimates from its own brief time managing the café directly that a turnover of around £16,000-£18,000 can be achieved as a core income. There is then the option to cater for the Councils vast array of hosted corporate meetings where the provider can be included in marketing when facilities are hired. On average the Council hosts 41 medium sized corporate events a year and 5 large corporate events a year. In addition to weddings, receptions and family events.

The Council does not normally permit the consumption of alcohol and does not permit 18<sup>th</sup> or 21<sup>st</sup> birthday parties as a rule but some exceptions can be made if the hirer is willing to pay for independent SIA registered door staff which we will provide through Swindon Borough Council.

### Photograph Examples

Photo of the Café Serving Area & Seating, taken in January 2018.



An example of a former Social Enterprise hosting a Christmas Party in December 2019.



Photo of the Exterior of the Pinetrees Community Centre taken in May 2020.





**LISTED TENDER OPPORTUNITY**

|          |                                |  |  |
|----------|--------------------------------|--|--|
| <b>A</b> | <b>Tender Reference</b>        | Pinecones Cafe   |  |
| <b>B</b> | <b>Tender Title</b>            | TENDER OF THE PINECONES CAFÉ WITHIN THE PINETREES COMMUNITY CENTRE. COMMISSIONE DBY CENTRAL SWINDON NORTH PARISH COUNCIL   |  |
| <b>C</b> | <b>Published Date</b>          | 30th June 2023   |  |
| <b>D</b> | <b>Length of response</b>      | 10 Pages Maximum   |  |
| <b>E</b> | <b>Submission requirements</b> | <p><b>By email to:</b> <a href="mailto:clerk@centralswindonnorth-pc.gov.uk">clerk@centralswindonnorth-pc.gov.uk</a> no later than 30<sup>th</sup> June 2023 16.00 BST</p> <p>OR</p> <p><b>Post to:</b> Andy Reeves, “Confidential” Central Swindon North Parish Council, Pinetrees Community Centre, SWINDON SN2 1QR. PLEASE NOTE: The Offices are accessed on a restricted basis and postal applications should be made at least 7 days before the deadline to ensure delivery is made on time.</p>   |  |
| <b>F</b> | <b>Time Table</b>              | <b>Stage</b>   | <b>Timeline / Deadline</b>             |
|          |                                | Tender Opportunity Published Date:   | 30th June 2023                         |
|          |                                | Enquiries & Clarifications   | 30th June 2023-31st July 2023 16.00BST |
|          |                                | Final Tender Submission Deadline Date  | 16.00 BST 31st July 2023               |
|          |                                | Tender Evaluation  | 31st July-14th August 2023             |
|          |                                | Interviews   | 16th August 2023 17.00-20.00           |
|          |                                | Award Contract to Successful Bidder  | 17th August 2023                       |
|          |                                | Response To All Bidders Of Outcome   | 24th August 2023                       |
|          |                                | Contract Start Date  | 1 <sup>st</sup> September 2023         |
| <b>G</b> | <b>Period of Contract</b>      | <b>From 1<sup>st</sup> September 2023 To 1<sup>st</sup> September 2025.</b><br><b>Mutual Break at 1<sup>st</sup> September 2024.</b>   |  |
| <b>H</b> | <b>Budget / Price</b>          | Rental in year one of: £3,000 and in year two of £3,500 per annum.   |  |
| <b>I</b> | <b>Insurance Requirements</b>  | <b>The following Insurance values should be adopted:</b>   |  |
|          |                                | Employers Liability  | Evidence required upon contract        |
|          |                                | Public Liability:  | £5m Evidence required upon contract    |
|          |                                | Own Contents Liability   | Evidence required upon contract        |
| <b>J</b> | <b>Tender Specification</b>    | <p><b>SECTION 1 - SPECIFICATION AND BRIEF</b></p> <p>The Parish Council is seeking Tenders from suitably experienced operators to operate a Café, which will be equipped and furnished as a ready to operate unit, from September 2023.</p> <p>The Café will be equipped with a fitted, working lockable sub-kitchen and serving counter. The Council will welcome discussions with the contracted operator around the type of equipment being installed in the kitchen, and to discuss the needs of the operator in terms of housing the operator’s own existing equipment within the kitchen if required. Seating and tables for approximately 30 will also be included. The outside patio area will also be available, weather permitting, with picnic style seating for approximately 10 people.</p> <p>The main customer base creating footfall for the Café will be community centre users and tenants. The income figures have been included as part of this document.</p> <p>The cafe has been open for SEVEN months and has an established non TUPE, casually employed member of staff that the Parish Council would prefer to be retained.</p> |  |

Through help from the Parish Council and external marketing and PR there should be an opportunity to attract local people and passing trade with varied opening times, organising cookery activities, hosting celebration events or offering external catering services, utilising the sites central location and 50 free parking spaces in an enclosed secure compound.

The Council would stress that the priority must be the function of the community café above the needs of a collection and/or local delivery service for profit.

### **1. General Trading Terms**

It is the Councils intention to sublet the Café Kitchen and offer the service contract on the basis of the following terms:

1.1 An under lease will be granted for 1+1 years (with a performance management review every 6 months to support the Operator) with the option to extend for a further two years, at the sole discretion of Parish Council.

1.2 Our offer:

- Rent to include utilities, waste, broadband access and parking for one vehicle.
- Rent to exclude business rates, equipment repairs (if not under warranty) and kitchen maintenance.
- Exclusive access to the Café Kitchen and counter area for food preparation and catering during core hours as mutually agreed between the tenderer and the Council.
- The Café Operator will be the selected supplier to cater for in-house events, training sessions and workshops as well as for businesses and organisations that have hired conference facilities, meeting rooms and require catering at the Community Centre above all other providers.
- An opportunity to provide outside catering and to use additional kitchen space outside core hours.
- Cleaning and maintenance of the Café Kitchen and patio area during core hours will need to be maintained by the Café operator. Outside of those times will be the responsibility of the Parish Council.

NB The Café Operator may be able to seek mandatory or discretionary Business Rate Relief.

### **2. Rent**

2.1 Rent will be paid monthly in advance on the 1st day of each month by standing order.

2.11 No deposit payment will be required at the commencement of the contract.

2.2 We recognise that footfall will be low initially but will grow during the first six months. Consequently, a sliding scale rent will be offered for payment by the Café Operator for the first two years to support the Café Operator generate revenue. The introductory Rental Payments schedule will be:

Year 1: £3,000

Year 2: 3,500

Year 3 onwards: £3,750 with RPI applied in March of each year.

2.3 Minimum opening hours are 10am to 2pm Monday to Friday.

2.4 All Council owned fixtures and fittings within the Café Kitchen and outside patio area are to be maintained, repaired/replaced and cleaned at the Operators expense.

2.5 Income Trade is as follows with an average GP of 41%.

|               |           |
|---------------|-----------|
| November 2022 | £1,325.42 |
| December 2022 | £708.39   |
| January 2023  | £1,323.60 |
| February 2023 | £1,367.90 |
| March 2023    | £1,341.54 |
| April 2023    | £1,068.15 |
| May 2023      | £1,921.61 |

**CURRENT ESTIMATED ANNUAL TURNOVER: £15,565 per annum.**

|   |  |  |
|---|--|--|
| 7 |  | <p><b>Café Area And Opening Times</b><br/> The building is fully accessible with the Café situated in the rear entrance, that is immediately visible on entering the building. It is full of character with an imposing triple height ceiling, floor to ceiling natural light. The ceiling is fitted with fans to circulate warm air in the Winter and can be reversed to provide cool temperatures in the Summer. The area has air conditioning, Altro-flooring and seating provided with access to all areas of the centre (except the NHS Dentist), reception desk and toilets/disabled toilets.</p> <p>The Centre’s normal opening hours are Monday to Friday 08.00-22.00 and weekends vary depending on demand.</p> <p><b>What We Are Looking for In A Provider</b></p> <ul style="list-style-type: none"> <li>• Proven experience in running a successful catering business, especially with community involvement such as lunch clubs or community deliveries at not for profit. Experience of providing basic ‘lunch bag’ or buffets for business meetings and/or conference events have been serviced would be advantageous.</li> <li>• A financially sustainable business or individual with guarantee that can commit to a 1+1 year contract with associated rental, maintenance costs, utilities, business rates, services and insurance costs.</li> <li>• Provide good quality, innovative food and drink using Parish/Swindon/Wiltshire sourced produce where possible, and representing value for money. A range of hot and cold food and drink will be required.</li> <li>• An ability to work with the Council to create a welcoming and attractive space which enhances the Community Centre and attracts both more bookings and passing residents.</li> <li>• A willingness and active approach to promote the Café using social media, posters, leaflets and other advertising methods for business use.</li> <li>• Knowledge of the local area in Swindon and of local businesses that may want to utilise our services.</li> <li>• Compliance with all of Councils policies, including shared arrangements for the larger communal kitchen.</li> <li>• A willingness to work with the Councils Members with respect and flexibility for the mutual benefit of our businesses, tenants and community.</li> <li>• A willingness to maintain a welcoming and inclusive atmosphere for all members of the local community and contributing to Councils social value activities – including Lunch Clubs, Christmas Delivery Programme, Free Shop, Free Food Friday (donated produce.)</li> <li>• To be responsible for and maintenance of Councils facilities and equipment that the Operator will use, namely:- <ol style="list-style-type: none"> <li>I. Café area and Kitchen and Patio area floors, décor, lighting and walls cleaning, maintenance, repairs, replacements and safe use;</li> <li>II. Kitchen Equipment routine maintenance, cleaning and inspections;</li> <li>III. Furniture and Equipment cleaning.</li> <li>IV. General repairs and replacements across all areas named in I above.</li> <li>V. Key holder responsibility if requested to operate outside core hours.</li> </ol> </li> <li>• To take responsibility for, but not limited to, all regulatory requirements associated with the Café operation:- <ol style="list-style-type: none"> <li>I. Food safety – we expect the Operator to achieve 4 or above on the SBC inspected Food Hygiene Rating Scheme</li> <li>II. Servicing and maintenance of appliances and equipment, e.g. gas certificates, PAT tests etc.</li> <li>III. H&amp;S</li> <li>IV. Fire safety</li> <li>V. Pest Control</li> <li>VI. Waste management</li> </ol> </li> </ul> |
| K | <p><b>Specific Deliverables / Milestones &amp; Requirements / Deadlines / Outcomes / Outputs</b></p> | <p>To be included with tender submission (where relevant);</p> <ul style="list-style-type: none"> <li>• A proposal that covers: <ul style="list-style-type: none"> <li>• Your experience in operating similar or relevant business, examples of any recent catering work undertaken or current business model.</li> <li>• Your vision for the Café and how it supports the Council.</li> <li>• Your marketing and PR plans of the Café and how you will attract business custom.</li> </ul> </li> </ul>  |

|   |   |   |
|---|---|---|
|   |   | <ul style="list-style-type: none"> <li>• Suggested menus and pricing for counter services, breakfast snacks, a small meeting lunch and a Conference buffet.</li> <li>• Your proposals and commitment towards Social Value.</li> <li>• How you will ensure food safety and seek inspection by Environmental Health.</li> <li>• Trading figures for last 12 months.</li> <li>• Confirmation that you will provide sales information relating to revenues generated from within Café after year 2 if required.</li> <li>• Any perceived risks with the operation of the Café and how you plan to negate them.</li> <li>• Information on food sourcing.</li> <li>• Proposed opening hours.</li> <li>• Events you want to hold at the Centre.</li> <li>• Staff structure and recruitment plans.</li> </ul> <p>Copies of:</p> <ul style="list-style-type: none"> <li>• Current company insurance documents, noting Employers Liability Insurance is required by law.</li> <li>• Copies of Health &amp; Safety and Fire Safety Policies.</li> <li>• Details of your current Food Hygiene Rating Scheme score and relevant Food Hygiene Certificates where applicable.</li> </ul> |
| L | <b>Additionality</b>                            | <p>There is the option to use the café space for pop-up evenings and weekends, cookery classes or other activities in agreement with the Council:</p> <p>We are particularly keen to view tenders that:</p> <ul style="list-style-type: none"> <li>• encourage partnerships, working with local communities (neighbouring communities, community groups, education institutions, charitable organisations, employment initiatives etc.);</li> <li>• focus on locally sourced and supplied produce;</li> <li>• encourage ‘travel local and employ local’;</li> <li>• promote values around sustainability;</li> <li>• demonstrate innovation in menus, activities and offerings;</li> <li>• support widespread marketing of the Community Centre, Pinehurst and the wider Parish Council.</li> </ul>   |
| M | <b>Monitoring and or Reporting Requirements</b> | <p><b>EVALUATION AND CONTRACT AWARD</b></p> <p>The basis of the tender is for the applicant to provide the service as described in the specification and brief.</p> <p>The contract will be awarded on the basis of which tender is assessed as the most economically advantageous to the Council taking into account the criteria within the evaluation and weighting details.</p> <p>In the event that it becomes apparent to the Council that a tender contains an error, the operator shall be required to stand by their submission or withdraw their bid.</p> <p>Following the selection and approval process the successful operator will be notified and a letter of intent will be raised. Unsuccessful applicants will be notified at this time. The Council will not publish details around this tender but as already advised you should be aware of our obligations on the Freedom of Information Act 2000.</p>  |

|  |  |  |
|--|--|--|
|  |  | <b>MONITORING OF THE UNDERLEASE AND OPERATOR PERFORMANCE</b> |
|--|--|--|

It is expected that The Council will hold monthly meetings with the Operator to assess financial operating performance.

## BIDDERS RESPONSES SECTION

### PART 3 – TENDER APPLICATION AND RESPONSE

Please complete Part 3 below as this is your main response to the Tender opportunity.

When evaluating and scoring a bidders response, consideration will be given to the 5 criteria listed below which we expect to be incorporated in to any response, works and or services that we procure.

| Part 3     | SCORE:  | 0 - 5 | Max Score |
|------------|---|-------|-----------|
| <b>i</b>   | Value for Money   |       | 5         |
| <b>ii</b>  | Clarity of information with evidence of quality systems and processes in place  |       | 5         |
| <b>iii</b> | Experience of, and creativity/innovation in, the proposed delivery of the work and or service applied for   |       | 5         |
| <b>iv</b>  | Ability to deliver the work in the given timeframe to the standard required   |       | 5         |
| <b>v</b>   | Evidence of generating added value and Social Value within the delivery of the work and or service including any impact or outcomes it will have for the local area, community groups and schools as an example |       | 5         |

Bidders' responses will be reviewed against meeting the above individual criteria. The response score will reflect and evaluate how a bidder has met each of the criteria between 0 and 5 as follows;

| Score | Classification | Evaluation Description  |
|-------|----------------|---|
| 5     | Excellent      | A response that inspires confidence; evidence of technical ability/previous experience is fully met and is robustly and clearly demonstrated and evidenced.   |
| 4     | Good           | A response supported by good evidence/examples of relevant ability and/or gives the Council a good level of confidence. All requirements are met and evidence is provided to support the answers demonstrating sufficiency, compliance and technical ability/previous experience. |
| 3     | Satisfactory   | A response that is acceptable and meets the minimum requirement but remains limited and could have been expanded upon.  |
| 2     | Weak           | A response only partially satisfying the requirement with deficiencies apparent. Not supported by sufficient breadth or sufficient quality of evidence/examples and provides the Council a limited level of confidence.   |
| 1     | Inadequate     | A response that has material omissions not supported by sufficient breadth and sufficient quality of evidence/examples. Overall the response provides the Council with a very low level of confidence   |
| 0     | Unsatisfactory | No response or response does not provide any relevant information and does not answer the question.   |

### Part 3 - Bidders Response

|               |  |                         |
|---------------|--|-------------------------|
| <b>i</b>      | <b>Bidders Proposal &amp; Price</b> – Please write here the details about your proposal including but not limited to; information about the Charity/Company, how you can deliver the works / services, any creative/innovative approaches, who will deliver the works / services, the costs, fees and or pricing and any added value you could bring to the delivery as well as any social value outcomes. |                         |
|               | <b>Proposed total price together with a breakdown of costs/pricing</b>   |                         |
| <b>Part 3</b> | <b>EVALUATION PANEL SCORE:</b>   | <b>Evaluation Score</b> |
| <b>i</b>      | Value for Money  |                         |
| <b>ii</b>     | Clarity of information with evidence of quality systems and processes in place   |                         |
| <b>iii</b>    | Experience of, and creativity/innovation in, the proposed delivery of the work and or service applied for  |                         |
| <b>iv</b>     | Ability to deliver the work in the given timeframe to the standard required  |                         |
| <b>v</b>      | Evidence of generating added value and Social Value within the delivery of the work and or service including any impact or outcomes it will have for the local area, community groups and schools as an example  |                         |

### ANNEX A - STANDARD DETAILS QUESTIONNAIRE

Please complete the standard details questionnaire which will be scored. If the question does not apply, please write **N/A**; if you don't know the answer please write **N/K**.

Please forward with your completed Tender to: Completing and returning this documentation does not in any way guarantee any work.

| <b>SECTION 1 – POTENTIAL SUPPLIER INFORMATION</b> |   | <b>Must Be Fully Completed</b>           |
|---|---|--|
| 1.1   | Name of the Company:  |  |
| 1.2   | Contact name:   |  |
| 1.3   | Job Title:  |  |
| 1.4   | Name of Consultant if different from above:   |  |
| 1.5   | Company address and post code:<br><br>Registered Office Address and Postcode (if different) |  |
| 1.6   | Telephone number:   |  |
| 1.7   | E-Mail address:   |  |
| 1.8   | Social Media references:  |  |
| 1.9   | Website address:  |  |
| 1.10  | Company Registration number (if applicable):<br><br>Date of Registration:                   |  |
| 1.11  | Charities or Housing Association or other Registration number (if applicable):              |  |
| 1.12  | Date of Incorporation or Registration:  |  |
| 1.13  | Registered address if different from the above  |  |
| 1.14  | VAT Registration number:  |  |
| 1.15  | Is your organisation:   |  |
|   | i) A public limited company?  | Yes / No                                 |
|   | ii) A limited company?  | Yes / No                                 |
|   | iii) a partnership  | Yes / No                                 |
|   | iv) a sole trader   | Yes / No                                 |
|   | v) other (please specify)   | Yes / No                                 |
| 1.16  | Name of (ultimate) parent company (if this applies):  |  |
| 1.17  | Companies House Registration number of parent company (if applicable):                      |  |
| 1.18  | How many staff does your organisation employ?   |  |
| <b>Section 1</b>                                  | <b>SCORE: Fully completed = PASS = 2 Marks,<br/>Not completed = FAIL = 0 Marks</b>          | <b>Pass = 2 marks<br/>Fail = 0 marks</b> |
|   | <b>(Delete as applicable)</b>   |  |

| <b>SECTION 2 FINANCIAL INFORMATION</b> |  | <b>Must Be Fully Completed</b>                           |
|--|--|--|
| 2.1                                    | Please provide details of your turnover and net profit for the last two financial years:   |  |
|  | Year:<br>Year:   | Turnover:<br>Turnover:<br><br>Net profit:<br>Net profit: |
| 2.2                                    | Can you provide:<br>a) Copies of your audited annual accounts for the last year and or<br>b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position and or<br>c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes/No<br><br>Yes/No<br><br>Yes/No                       |
| 2.3                                    | Has your organisation met the terms of its banking facilities/loan agreements (if any):  | Yes/No   |

|                  |  |  |
|------------------|--|--|
| 2.4              | If 'No' what were the reasons, and what has been done to put things right?   |  |
| 2.5              | Has your organisation met all its obligations to pay its creditors and staff during the past year?   | Yes/No   |
| 2.6              | If 'No' please explain why not:  |  |
| 2.7              | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out. | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>Section 2</b> | <b>SCORE: All Answers YES = PASS = 2 Marks,<br/>Any Answers NO = FAIL = 0 Marks</b> (Delete as applicable)   | <b>Pass = 2 marks<br/>Fail = 0 marks</b>                 |

| <b>SECTION 3 REFERENCES</b>   |  |  | <b>Must Be Fully Completed</b> |
|---|--|--|--------------------------------|
| Please provide details of two recent contracts that are relevant to this tender |  |  |                                |
|   |  | Reference 1                              | Reference 2                    |
| 3.1   | Name of customer:  |  |                                |
| 3.2   | Contact name and phone number:   |  |                                |
| 3.3   | Contract dates:  |  |                                |
| 3.4   | Contract value:  |  |                                |
| 3.5   | Brief details about the service you provided:  |  |                                |
| 3.6   | Brief details about targets achieved:  |  |                                |
| 3.7   | Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contractor?  | Yes / No                                 |                                |
| 3.8   | If 'Yes', please give details:   |  |                                |
| 3.9   | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)<br>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code. |  |                                |
| 3.10  | If you cannot provide at least one reference, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.   |  |                                |
| <b>Section 3</b>  | <b>SCORE: Fully completed with a NO answer = PASS = 2 Marks,<br/>Not completed or with a YES answer = FAIL = 0 Marks</b> (Delete as applicable)  | <b>Pass = 2 marks<br/>Fail = 0 marks</b> |                                |

| <b>SECTION 4 INSURANCE</b>                              |  |  | <b>Must Be Fully Completed</b> |
|---|--|--|--------------------------------|
| Please provide details of your current insurance cover: |  |  | Value                          |
| 4.1   | Employer's Liability:  |  | £                              |
| 4.2   | Public Liability:  |  | £                              |
| 4.3   | Professional Indemnity:  |  | £                              |
| 4.4   | Other (please provide details):  |  |                                |
| 4.5   | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:<br>Employer's (Compulsory) Liability Insurance<br>Public Liability Insurance = £5<br>Own Contents Liability<br>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |  | Yes / No                       |
| <b>Section 4</b>  | <b>SCORE: Fully completed with a YES = PASS = 2 Marks,<br/>Not fully completed or with a NO = FAIL = 0 Marks</b> (Delete as applicable)  | <b>Pass = 2 marks<br/>Fail = withdrawn</b> |                                |



| <b>SECTION 5 POLICIES</b> |   | <b>Must Be Fully Completed</b>           |
|---------------------------|---|--|
| 5.1                       | Does your organisation have a written health and safety at work policy?   | Yes / No                                 |
| 5.2                       | Does your organisation have a sustainability policy?  | Yes / No                                 |
| 5.3                       | Does your organisation adhere to the Equality Act 2010 and your policy reflect this?  | Yes / No                                 |
| 5.4                       | If 'No', to either of the above please explain why:   |  |
| 5.5                       | Does your organisation hold a recognised quality management certification ISO 9000 or equivalent?   | Yes / No                                 |
| 5.6                       | If not, do you/your organisation have a quality management system?  | Yes / No                                 |
| 5.7                       | Does your organisation have an environmental management system?   | Yes/No                                   |
| 5.8                       | If 'No', to the above quality systems please explain why:   |  |
| <b>Section 5</b>          | <b>SCORE: Fully completed with all YES = PASS = 2 Marks,<br/>Not fully completed or with a NO = FAIL = 0 Marks (Delete as applicable)</b> | <b>Pass = 2 marks<br/>Fail = 0 marks</b> |

| <b>SECTION 6</b>       |  | <b>PROFESSIONAL AND BUSINESS STANDING</b>  | <b>Must Be Fully Completed</b>                           |
|------------------------|--|--|--|
| <b>Part 1</b>          |  | <b>Grounds for mandatory exclusion</b>   |  |
| 6.1(a)                 | Regulations 57(1) and (2) Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below.  |  |  |
|                        | Participation in a criminal organisation.  | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |  |
|                        | Corruption.  | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |  |
|                        | Fraud/Theft.   | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |  |
|                        | Terrorist offences or offences linked to terrorist activities  | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |  |
|                        | Money laundering or terrorist financing  | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |  |
|                        | Child labour and other forms of trafficking in human beings  | Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b) |  |
| 6.1b                   | If you have answered yes to question 6.1(a), please provide further details: Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.   |  |  |
| 6.2                    | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)  |  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6.3a                   | Regulation 57(3)<br>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? |  | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6.3b                   | If you have answered yes to question 6.3a above please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.   |  |  |
| <b>Section 6 Part1</b> | <b>SCORE: Fully completed with all NO answers = PASS = 2 Marks,<br/>Not fully completed or with a YES = FAIL = 0 Marks (Delete as applicable)</b>  |  | <b>Pass = 2 marks<br/>Fail = Excluded</b>                |

**Please Note: The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes.**

|                         |  |                                |
|-------------------------|--|--------------------------------|
| <b>Section 6 Part 2</b> | <b>Grounds for discretionary exclusion</b> | <b>Must Be Fully Completed</b> |
|-------------------------|--|--------------------------------|

|                        |   |  |
|------------------------|---|--|
| 6.1                    | Regulation 57 (8) - Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.  |  |
| 6.1 (a)                | Breach of environmental obligations?  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (b)                | Breach of social obligations?   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (c)                | Breach of labour law obligations?   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (d)                | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (e)                | Guilty of grave professional misconduct?  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (f)                | Entered into agreements with other economic operators aimed at distorting competition?  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (g)                | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (h)                | Been involved in the preparation of the procurement procedure?  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (i)                | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (j)                | Please answer the following statements<br>The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (j) – (i)          | The organisation has withheld such information.   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (j) – (ii)         | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (j) – (iii)        | The organisation has influenced the decision- making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.            | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.1 (j) – (iv)         |   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes please provide details at 3.2 |
| 6.2                    | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?   |  |
| <b>Section 6 Part2</b> | <b>SCORE: Fully completed with all NO answers = PASS = 2 Marks,<br/>Not fully completed or with a YES = FAIL = 0 Marks<br/>(Delete as applicable)</b>   | <b>Pass = 2 marks<br/>Fail = Excluded</b>  |

|                  |  |  |
|------------------|--|--|
| <b>SECTION 7</b> | <b>TRANSPARENCY IN SUPPLY CHAINS</b>   | <b>Must Be Fully Completed</b>   |
| 7.1              | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes <input type="checkbox"/> No <input type="checkbox"/>   |
| 7.2              | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?         | Yes <input type="checkbox"/><br>Please provide the relevant url to view the statement.<br>No <input type="checkbox"/><br>Please provide an explanation |
| <b>Section 7</b> | <b>SCORE: Fully completed = PASS = 2 Marks,<br/>Not fully completed = FAIL = 0 Marks<br/>(Delete as applicable)</b>                                    | <b>Pass = 2 marks<br/>Fail = 0 marks</b>   |

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

**SECTION 8**

**8a - SPECIFIC QUESTIONS TO ASSESS TECHNICAL AND PROFESSIONAL ABILITY**

**Must Be Fully Completed**

Further project specific questions relating to the technical and professional ability of the supplier with regards to the nature of the contract. All questions in this section must be completed.

**Most of the questions asked are based on legislative requirements and responses will be evaluated to ensure that the information provided corresponds to the level of risk of the work or service activity specified within the tender.**

**Each question has a score. All scores will be totalled up at the bottom of the section. The maximum score that can be obtained is 24 and will receive a Pass mark of '2'.**

**An overall score (see the grey part at the bottom of the section) of less than 1 for any part will be considered to have failed and removed from the tender process.**

|   |   |   |
|---|---|---|
| A.1   | <p><b>Health and Safety</b><br/>Have you attached to your submission a Health and Safety Policy that complies with current legislative requirements? Your Health &amp; Safety policy must be of a standard to demonstrate competence and compliance with regards to H&amp;S legislation and will be considered in relation to the nature of each procurement.</p> <p>Does your policy include all three elements below in your submission:<br/>1. A statement of intent 2. Responsibilities section which sets out who is responsible for specific actions 3. The arrangements section containing the detail of what you are going to do in practice and information on how you are going to eliminate or reduce the risks of hazards in your work.</p> <p>If you have any other relevant policies/procedures connected with this work, please include these alongside your tender response. This includes your requirement to manage subcontracting partners should you be subcontracting any part of the provision.</p> | <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> |
| A.2   | <p><b>Well Being and Mental Health</b><br/>Do you have a Wellbeing Policy, Charter or other means to support Wellbeing and Mental Health of employees?<br/>Would you adopt such a Policy or Charter?</p>  | <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> |
| <p><b>Equality and Diversity</b><br/><i>For the avoidance of doubt, should question c) relating to subcontractors not be relevant to your organisation for this provision, please enter "N/A"</i></p>   |   |   |
| A.3   | <p><b>a)</b> In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>  | <p>Yes <input type="checkbox"/> 0 marks<br/>No <input type="checkbox"/> 2 marks</p>   |
| ...   | <p><b>b)</b> In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p>  | <p>Yes <input type="checkbox"/> 0 marks<br/>No <input type="checkbox"/> 2 marks</p>   |
| <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> |   |   |
| <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring</p>  |   |   |

|                               |   |   |
|-------------------------------|---|---|
|                               | c) If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>N/A <input type="checkbox"/>  |
| <b>Equality and Diversity</b> |   |   |
| A.4                           | <p>1. Have you attached a signed and dated copy of your most recent written Equality and Diversity Policy Statement?</p> <p>2. As an employer do you comply with your statutory obligations under the Equality Act 2010 which applies in Great Britain, or equivalent legislation in the countries in which your firm employs staff?</p> <p>3. Your equality and diversity policy includes the following criteria:<br/>Inclusion of all 9 protected characteristics specified in the Equality Act (age, disability, race, religion or belief, sexual orientation, pregnancy and maternity, marriage or civil partnership, sex, gender reassignment)<br/>A statement of acknowledgement of compliance with responsibilities under the Equality Act 2010<br/>A statement of how equality issues are being considered by the organisation in both employment and service delivery<br/>A statement of how equality issues are reviewed or monitored in the organisation, including the overall responsibility for the implementation of the policy<br/>An action plan on how equality issues are being improved across the organisation</p> | <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> <p>Yes <input type="checkbox"/> 2 marks<br/>No <input type="checkbox"/> 0 marks</p> |
| A.5                           | <b>ISO 27001</b> - Please self-certify that you have an ISO 27001 (information security standard) certificate or equivalent. you operate against (if equivalent please provide details below).  | Yes <input type="checkbox"/> 2 marks<br>No <input type="checkbox"/> 0 marks   |
| A.6                           | <b>Sustainability Policy</b> - Have you attached your organisation's sustainability policy statement committing it to a programme of improvement and/ or meet the standards of ISO14000 series or EMAS accreditation. Also please complete section 8a.  | Yes <input type="checkbox"/> 2 marks<br>No <input type="checkbox"/> 0 marks   |
| A.7                           | <b>Previous Convictions</b> - Are you aware of any current or previous convictions or ongoing investigations against your organisation or partners in relation to current UK food and/or health and safety legislation or any undertakings under the Enterprise Act?<br>If Yes, please provide details and evidence of self-cleaning. (The Authority may exclude any provider who answers Yes).   | Yes <input type="checkbox"/> 0 marks<br>No <input type="checkbox"/> 2 marks   |
| A.8                           | <b>Registered as a Food Business</b> - Are you or your intended partners registered under Article 6 of Regulation (EC) No 852/2004 with another local authority?<br>If Yes, please advise which Local Authority you or your partner is registered with (this is particularly relevant in relation to running the café).   | Yes <input type="checkbox"/> No <input type="checkbox"/><br>For info only   |
| <b>Section 8</b>              | <b>SCORE: 24 marks = Excellent Response, wholly compliant = PASS = 2 Marks,<br/>20 marks = Good response, Some minor omissions = PASS = 1 Marks<br/>0-19 = Not fully completed, Inadequate = FAIL = withdrawn<br/>(Delete as applicable)</b>  | <b>Pass = 2 marks<br/>Pass = 1 marks<br/>Fail = Withdrawn</b>   |

**SECTION 8**

**8b - Sustainability Questionnaire**

**Must Be Fully Completed**

|   |        |
|---|--------|
| <b>1. General.</b>  | Y or N |
| Do you have an environmental or sustainability policy or Environmental Management System? |        |
| Do you hold a recognized Sustainability or Environmental Accreditation Certificate?       |        |
| If so please give details   |        |

|   |        |  |        |
|---|--------|--|--------|
| <b>2. In your office buildings</b>                    | Y or N |  | Y or N |
| Switch lights/equipment/computers off when not in use |        | Solar water heating                      |        |
| Regular Equipment Maintenance                         |        | Improved Correct insulation for building |        |
| Automatic Lighting/Heating Controls                   |        | Local Wind Power                         |        |
| Use of energy saving lights                           |        | Green energy supplier                    |        |
| Efficient heating/air condition systems.              |        | Other                                    |        |

Comments

|  |        |   |        |
|--|--------|---|--------|
| <b>3. Business Transport</b>                 | Y or N |   | Y or N |
| Low emission or alternative powered vehicles |        | Regularly servicing                     |        |
| Efficient driving procedures and education   |        | Use of public transport when applicable |        |
| Multiple car occupancy                       |        | Home working                            |        |
| Employees encouraged walk/cycle to work      |        | Locally sourced staff                   |        |
| Route & Work Planning                        |        | Other                                   |        |

Comments

|   |        |  |        |
|---|--------|--|--------|
| <b>4. Water Consumption</b>                               | Y or N |  | Y or N |
| Leak and equipment management and maintenance             |        | Assessment of processes that consume water         |        |
| Cistern volume adjusters and controls on taps and urinals |        | Grey water recovery systems.                       |        |
| Rainwater harvesting equipment                            |        | Small scale slurry and sludge dewatering equipment |        |
| Water efficient equipment                                 |        | Other  |        |
| Water meter   |        |  |        |

Comments

|                                     |        |                        |        |
|-------------------------------------|--------|------------------------|--------|
| <b>5. Minimise and Manage Waste</b> | Y or N |                        | Y or N |
| Re-use                              |        | Environmental disposal |        |
| Recycling                           |        | Other                  |        |
| Full utilisation of materials       |        |                        |        |

Comments

|  |        |                               |        |
|--|--------|-------------------------------|--------|
| <b>6. Educate and raise awareness amongst your staff.</b>  | Y or N |                               | Y or N |
| Induction Courses for new staff                            |        | Environmental Notices         |        |
| Regular Update Courses                                     |        | Staff Environmental Committee |        |
| Information/Targets readily available                      |        | Other                         |        |
| Updates via email/news letters/meetings/tool box briefings |        |                               |        |

Comments

|   |        |  |        |
|---|--------|--|--------|
| <b>7. Goods/Services you Procure</b>                | Y or N |  | Y or N |
| Examine the environmental credentials of Suppliers. |        | Specify services to be provided in a sustainable manor |        |
| Specify environmentally sustainable materials       |        | Monitor suppliers performance                          |        |
| Source local materials and goods                    |        | Other  |        |
| Specify environmentally sustainable materials       |        |  |        |
|   |        |  |        |
|   |        |  |        |

Comments

|   |        |  |        |
|---|--------|--|--------|
| <b>8. Monitor &amp; measure your environmental performance against targets.</b> | Y or N |  | Y or N |
| Set targets for reduction   |        |  |        |
| Monitoring and Record energy usage/reductions                                   |        |  |        |
| Independent Auditing  |        |  |        |
|   |        |  |        |
| Achievements./Awards  |        |  |        |
| Other   |        |  |        |

Comments

| SECTION 9 DECLARATIONS OF INTEREST |   | Must Be Fully Completed   |
|------------------------------------|---|---|
| 9.1                                | Please identify if any of your staff personnel has been employed by the Council and/or related to any member of staff employed by the Council? If so, please provide further details? |   |
|                                    |   |   |
| <b>Section 9</b>                   | <b>SCORE: Fully completed = PASS = 2 Marks,<br/>Not fully completed = FAIL = 0 Marks</b>  | <b>Pass = 2 marks<br/>Fail = 0 marks</b><br><br><b>(Delete as applicable)</b> |

| SECTION 10 SIGNED DECLARATION  |   | Must Be Fully Completed   |
|--|---|---|
| I declare that to the best of my knowledge the answers submitted in this document (and any supporting information) are correct. I understand that the information will be used in the evaluation process to assess my suitability to provide the services described. |   |   |
| <i>Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.</i>   |   |   |
| <b>FORM COMPLETED BY:</b>  |   |   |
| 10.1   | Name:   |   |
| 10.2   | Position:   |   |
| 10.3   | Date:   |   |
| 10.4   | Tel number:   |   |
| 10.5   | Signature:  |   |
| <b>Section 10</b>  | <b>SCORE: Fully completed = PASS = 2 Marks,<br/>Not fully completed = FAIL = 0 Mark</b> | <b>Pass = 2 marks<br/>Fail = 0 marks</b><br><br><b>(Delete as applicable)</b> |

| SECTION 11 LETTER OF CONFIDENTIALITY FORM  |   | Must Be Fully Completed   |
|--|---|---|
| <b>Section 11 Letter Of Confidentiality</b>  |   |   |
| <b>Invitation to tender for:</b> A Community Cafe In consideration of the Council making available to us and our professional advisers information relating to the tender, we hereby undertake and agree with you as follows:-   |   |   |
| <ol style="list-style-type: none"> <li>1. i) That save as required by law we shall not disclose such information provided to any third party other than our professional advisers, or such of our directors or employees involved in the tender for the above titled Contract.</li> <li>2. ii) All information of whatsoever nature disclosed to us by you relating to the Centre shall be treated as strictly confidential and accordingly shall not, without your written consent be disclosed to any person other than our own professional advisers and such of our directors or senior employees as are directly concerned with our evaluation, save as required by law. We shall procure that each person to whom such a disclosure is made complies with the terms of this undertaking as if that person had also given it.</li> <li>3. iii) The phrase "Confidential Information" shall not include any of the following:-</li> <li>4. a) information lawfully in our possession or that of our advisers prior to its disclosure by you to us;</li> <li>b) information in the public domain prior to its disclosure by you to us;</li> <li>c) information which comes into the public domain after its disclosure by you to us (other than by reason of action of us or our advisors).</li> <li>5. iv) None of the "Confidential Information" shall be used by us or our professional advisers for any purpose other than in connection with the above titled contract.</li> <li>6. v) We shall not and shall procure that our professional advisers shall not take or make copies of any "Confidential Information", or authorise any other person so to do other than for the purpose of supplying "Confidential Information" to our other professional advisers, or to our directors and senior employees to whom disclosure of such information is permitted under paragraph (iii) above.</li> <li>7. vi) None of the information provided, whether "Confidential Information", or otherwise, shall constitute a representation, nor shall any such information be warranted.</li> </ol> |   |   |
| Signed..... Date.....  |   |   |
| 8. Persons, firm or company:<br>Address:   |   |   |
| <b>Section 11</b>  | <b>SCORE: Fully completed = PASS = 2 Marks,<br/>Not fully completed = FAIL = 0 Mark</b> | <b>Pass = 2 marks<br/>Fail = 0 marks</b><br><br><b>(Delete as applicable)</b> |

**SECTION 12 NON-COLLUSIVE TENDERING CERTIFICATE**

**Must Be Fully Completed**

**Non-collusive Tendering Additional Requirements/Certificates**

TO: The Council

Having examined the contract documents for the above mentioned service/works we offer to perform and complete the said service/works in accordance with our tender submission and the Conditions of Contract.

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us. We understand that you are not bound to accept any tender you may receive.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

1. a) Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
2. b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
3. c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this Certificate, the word `person` includes any persons and anybody or association, corporate or unincorporated; and `any agreement or arrangement` includes any such transaction, formal or informal, and whether legally binding or not.

Signed: ..... Date: ..... in the capacity of ..... duly authorised to sign tenders and give such Certificates on behalf of .....

Address:

|                   |   |                               |  |
|-------------------|---|-------------------------------|--|
| <b>Section 12</b> | <b>SCORE: Fully completed = PASS = 2 Marks,</b><br><b>Not fully completed = FAIL = 0 Mark</b> | <b>(Delete as applicable)</b> | <b>Pass = 2 marks</b><br><b>Fail = 0 marks</b> |
|-------------------|---|-------------------------------|--|

**SECTION 13 CERTIFICATE AS TO CANVASSING**

**Must Be Fully Completed**

**CERTIFICATE AS TO CANVASSING**I/We hereby certify that I/We have not canvassed or solicited any Member, Officer or Employee of the Council in connection with the acceptance of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf has so acted.

I/We further hereby undertake that I/We will not in future canvass or solicit any member, officer or employee of the Council in connection with the award of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf will so act.

Signed:

Designation:

(Duly authorised to sign tenders and give such certificate for and on behalf of :

Bidder:

Date:

Address:

|                   |   |                               |  |
|-------------------|---|-------------------------------|--|
| <b>Section 13</b> | <b>SCORE: Fully completed = PASS = 2 Marks,</b><br><b>Not fully completed = FAIL = 0 Mark</b> | <b>(Delete as applicable)</b> | <b>Pass = 2 marks</b><br><b>Fail = 0 marks</b> |
|-------------------|---|-------------------------------|--|

**SECTION 14 FORM OF TENDER LETTER**

**Must Be Fully Completed**

**Section 14 Form of Tender Letter**

**Form of Quotation**

**Invitation to tender for:** Community Café

To: CSNPC

I/We the undersigned, having read the Conditions of Contract and Specifications do hereby offer to complete the supply of goods/services required to be performed in the carrying out of the above contract in accordance with the above documents, to the criteria as appended to this form of quotation.

I/We, hereby undertake to enter into a Contract incorporating such Conditions of Contract, Specification, drawings and this Quotation, and I/We hereby agree that in the event of my/our Quotation being accepted, until such Contract be executed, the said Conditions of Contract, Specification, and Quotation, together with the acceptance thereof in writing, shall constitute a Contract. I/We agree that my/our offer shall remain open for acceptance for a period of twelve weeks from the date fixed for return of quotations.

I/We agree that my/our quotation remains open for consideration for a period of 12 weeks from the date fixed for lodgement of quotes. I/We declare that insurance, Contract Particulars is currently maintained by me/us and shall be maintained in accordance with the Contract Particulars.

I/We confirm that I/we have the capability and resources to meet all requirements of the brief in terms of quality, cost and time.

Signed.....Date.....

Persons, firm or company:

Address:

|                   |   |  |
|-------------------|---|--|
| <b>Section 14</b> | <b>SCORE: Fully completed = PASS = 2 Marks,</b><br><b>Not fully completed = FAIL = 0 Mark</b> | <b>Pass = 2 marks</b><br><b>Fail = 0 marks</b> |
|                   | <b>(Delete as applicable)</b>   |  |



**PART 4 - FOR EVALUATION PANEL ONLY**

| <b>Part 3</b> | <b>Bidders Response - SCORE:</b>  | <b>Bidders Score 0 - 5</b> | <b>Max Score</b> |
|---------------|---|----------------------------|------------------|
| <b>i</b>      | Value for Money   |                            | <b>5</b>         |
| <b>ii</b>     | Clarity of information with evidence of quality systems and processes in place  |                            | <b>5</b>         |
| <b>iii</b>    | Experience of, and creativity/innovation in, the proposed delivery of the work and or service applied for   |                            | <b>5</b>         |
| <b>iv</b>     | Ability to deliver the work in the given timeframe to the standard required   |                            | <b>5</b>         |
| <b>v</b>      | Evidence of generating added value and Social Value within the delivery of the work and or service including any impact or outcomes it will have for the local area, community groups and schools as an example |                            | <b>5</b>         |

|                     | <b>ANNEXE A</b>  | <b>Bidders Score</b>                                 | <b>Max Score</b> |
|---------------------|--|--|------------------|
| Section 1           | SCORE: Fully completed = PASS = 2 Marks,<br>Not completed = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 2           | SCORE: All Answers YES = PASS = 2 Marks,<br>Any Answers NO = FAIL = 0 Marks<br>(Delete as applicable)  | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| <b>Section 3</b>    | SCORE: Fully completed with a NO answer = PASS = 2 Marks,<br>Not completed or with a YES answer = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 4           | SCORE: Fully completed with a YES = PASS = 2 Marks,<br>Not fully completed or with a NO = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = withdrawn                   | <b>2</b>         |
| Section 5           | SCORE: Fully completed with all YES = PASS = 2 Marks,<br>Not fully completed or with a NO = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 6<br>Part 1 | SCORE: Fully completed with all NO answers = PASS = 2 Marks,<br>Not fully completed or with a YES = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = Excluded                    | <b>2</b>         |
| Section 6<br>Part2  | SCORE: Fully completed with all NO answers = PASS = 2 Marks,<br>Not fully completed or with a YES = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = Excluded                    | <b>2</b>         |
| Section 7           | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 8           | SCORE: Fully completed Excellent Response, wholly compliant = PASS = 3 Marks,<br>Fully completed Good response, Some minor omissions = PASS = 2 Marks<br>Fully completed Information submitted is inadequate = FAIL = 1 Mark<br>Not fully completed Significant omissions, Inadequate = FAIL = 0 Marks<br>(Delete as applicable) | Pass = 3 marks<br>Pass = 2 marks<br>Fail = withdrawn | <b>3</b>         |
| Section 9           | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Marks<br>(Delete as applicable)   | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 10          | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Mark<br>(Delete as applicable)  | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 11          | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Mark<br>(Delete as applicable)  | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 12          | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Mark<br>(Delete as applicable)  | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 13          | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Mark<br>(Delete as applicable)  | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |
| Section 14          | SCORE: Fully completed = PASS = 2 Marks,<br>Not fully completed = FAIL = 0 Mark<br>(Delete as applicable)  | Pass = 2 marks<br>Fail = 0 marks                     | <b>2</b>         |

|  |                            |       |                  |
|--|----------------------------|-------|------------------|
|  | <b>MAXIMUM SCORE TOTAL</b> | _____ | <b>out of 56</b> |
|--|----------------------------|-------|------------------|

## PART 5 - BIDDERS GUIDANCE AND INFORMATION ONLY

### 1. Appendix 1 – outcomes of responses to questions

| Key Section Question/s | Outline   | Level  |
|------------------------|---|--|
| Section 1              | Potential Supplier Information  | This section must be fully completed or the Council reserve the right to fail the Bid  |
| Section 2              | Financial Information   | This section must be fully completed or the Council reserve the right to fail the tenderer. Financial standing will be judged by the Council's Finance Officers through an assessment of due diligence, the company's profitability and turnover and must be judged as acceptable to undertake the contract. Generally we would not award a contract to a supplier if the annual value of the contract was more than 50% of the supplier's turnover. |
| Section 3              | References  | This section must be fully completed and references must be made available or the Council reserve the right to fail the Bid  |
| Section 4              | Insurances (self-certification)   | Minimum:<br>Employer's (Compulsory) Liability Insurance<br>Public Liability Insurance = £5<br>Own Contents Liability<br>This is a Pass/Fail criteria.  |
| Section 5              | Policies (self-certification)   | This is a Pass/Fail criteria.  |
| Section 6, Part 1      | Grounds for Mandatory Exclusion   | The Council will exclude any provider who answers 'Yes'  |
| Section 6, Part 2      | Grounds for Discretionary Exclusion                                     | The Council may exclude any provider who answers 'Yes'.  |
| Section 8              | Project specific questions to assess Technical and Professional Ability | This section will be evaluated in the following way:<br>A.1 – A.7 Pass/Fail<br>A.8 - For information only<br>A.9 – A.13 Scored (see Table 1).<br>The responses will be judged on their relevance to the Contract opportunity. This is a Pass/Fail criteria.  |
| Section 9              | Declaration of Interest   | This section must be fully completed or the Council reserve the right to fail the Bid  |
| Section 10             | Signed Declaration  | This section must be fully completed or the Council reserve the right to fail the Bid  |

### 2. Additional guidance with regards the Health & Safety

All questions in this section must be completed. Your Health & Safety policy as requested at A.1 must be of a standard to demonstrate competence and compliance with regards to H&S legislation and will be considered in relation to the nature of each procurement.

All of the questions asked are based on legislative requirements and responses will be evaluated to ensure that the information provided corresponds to the level of risk of the work or service activity specified within the tender.

The pass mark for this is 2.

A score of less than 2 for any part will be considered to have failed and removed from the tender process. Where a policy is awarded a score of less than 2, it will also be deemed to have failed and the next most economically advantageous tender will be assessed.

### 3. Additional guidance with regard to Social Value

Within the Bidders Response you are asked a question around added value and Social value. The Council is committed to considering additionality, added value and in particular the social value that can be achieved from any of our activities but particularly procurement of services.

#### What do we mean by 'Social Value'?

The Social Value Act requires public bodies (the Council is not a public body but are committed to the Act and follow the contract requirements of North Somerset Council as Landlord) to consider how the services they commission and procure might improve the economic, social and environmental well-being of the area. This means considering the benefit to the community from a commissioning/procurement process over and above the direct purchasing of goods, services and outcomes. In support of this, we are looking for suppliers, as the experts in delivering the provision, to tell us what additional value they are able to offer through delivery of the service that would benefit the locality we serve. This may be something you already offer in existing contracts or may be an entirely new innovation in relation to this provision. Social Value offered will be

an outcome of delivering the contract, therefore if you had something or did something previously but wouldn't be using them for this contract, this would not be relevant in your response. Your response will form part of any contract, should you be awarded a contract, and you will be expected to deliver all that you said you would in your response. Therefore, please be sensible in your response. Some Social Value examples:

- Increased employment to local people
- Increased employment to those most removed from the labour market
- Increased employment to young people
- Increased use of local supply chain
- Reducing negative and promoting positive environmental impacts
- Increased health and wellbeing for all
- Supporting schools and life-long learning
- Developing cultural heritage
- Stronger local voluntary/community sector

#### **4. Additional guidance with regard to Financial Evaluation**

The key objective of financial appraisal is to analyse a bidder's financial position and ability to carry out this contract. A range of factors needs to be considered as part of the appraisal. Once the appropriate data has been obtained a professional judgment must then be applied to the issues. When undertaking the financial vetting the Council looks at the bidder's most recent accounts along with those of any parent company (if applicable). These would be checked for general audit qualification issues and then analysed to give an indication of turnover and contract capacity, profitability, liquidity, net worth, asset/debt position and general stability. An Experian compact report may also be obtained and reviewed as part of the process.

Initially basic checks are made on a bidder's title and any relevant registration details (e.g. registered number at Companies House).

The Council would check whether the bidder is trading or dormant and whether it has a parent company. The status of the accounts is also determined to check whether accounts submitted are for the last accounting period for which statements have been filed and whether there are later accounts that are overdue.

When considering profitability the Council looks at the profit before tax. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss and any losses in the preceding year which would indicate trading difficulties.

When looking at liquidity the Council uses the Current Ratio and the Acid Test ratio. The Current Ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets.

The Council would look at the bidder's balance sheet and determine the net tangible worth of the organisation and that element that can be mobilised in a financial crisis. The Council would also look at the debt (gearing) ratio, total liabilities against shareholders' funds, and interest cover, interest paid against profit before interest and tax.

Contract limit is the size of contract that is considered 'safe' to award to a bidder, based on a simple comparison of the annual contract value to the annual turnover of the organisation. This gives the Council an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Council assesses the capacity issue of whether the bidder has the resources to carry out the work. The Council also considers whether the bidder will become over-dependent on the contract in question. The Council would consider all of the above in assessing the financial standing of bidders and that of any parent, and then a judgment would be made as to the level of risk that the organisation would represent to the Council. The final decision regarding the

acceptability of the bidder's financial standing relies on a degree of professional judgment from the Council. If the Council decides that the financial standing of the bidder is such that it does not have the ability to perform the contract and represents an unacceptable risk to the Council, then the bidder will be excluded from further consideration in this procurement process.

Note:

Any contract awarded by the Council will be with the company whose accounts have been submitted. However, if the accounts submitted are those of the parent company, the contract can be with the subsidiary but a parent company guarantee will be required.

#### **5. Additional guidance with regards Mandatory Exclusion Grounds Public Contract Regulations 2015 R57(1), (2) and (3)**

Public Contract Directives 2014/24/EU Article 57(1) Participation in a criminal organisation Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy:

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;

Corruption

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; The common law offence of bribery; 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;

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:

the common law offence of cheating the Revenue;

the common law offence of conspiracy to defraud;

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;

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;

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;

an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

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;

fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;

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;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;

- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;

- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

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

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003 An offence under section 71 of the Coroners and Justice Act 2009;

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

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle;

- or • a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle; • a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules

(DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations 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 Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years. • In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).

- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006; • Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;

- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

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.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise; ● ILO Convention 98 on the Right to Organise and Collective Bargaining; ● ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour; ● ILO Convention 138 on Minimum Age; ● ILO Convention 111 on Discrimination (Employment and Occupation); ● ILO Convention 100 on Equal Remuneration; ● ILO Convention 182 on Worst Forms of Child Labour; ● Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer; ● Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention); ● Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention) ● Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015; ● The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning)