



INVITATION TO TENDER

CINDERFORD TOWN CENTRE:

Consultancy Work to develop a detailed business case, designs and budget estimates to deliver the Cinderford Town Centre vision and ambition for change.

Closing Date for Tenders:

17:00 on 23rd December 2019

Tender submission reference:

Service Commencement Date: 20th January 2020

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Glossary of key terms

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(To be completed and returned by the Tenderer)

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Appendix

- a) Future High Street Fund – Expression of Interest Application**
- b) Cinderford Town Centre – Rough Order of Magnitude (ROM) form**
- c) MHCLG – Future High Street Fund – Business Case Guidance**

To facilitate ease of completion by Tenderers, this document is issued as an editable word document. No changes shall be made to the format / wording issued by the Council. For the avoidance of doubt if the Tenderer does make any alterations to this document, these changes shall be deemed to not be legally binding.

GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in the Council appendices. For tenderers' convenience however, the following key terms, which are used throughout this document, are defined as follows:

the Council	means Cinderford Town Council
the Contracting Authority	means Cinderford Town Council, St Annals House The Belle Vue Centre, Cinderford Gloucestershire, GL14 2AB
Invitation to Tender	means this document, inviting Tenderers to submit a Tender.
Supplier	means the Supplier that may be appointed by the Council as a result of this tender exercise.
Services	means the requirements of the Council (as appropriate) for the Services as detailed in Part B Section 6 of this document.
Tender	means the Tender submitted by the Supplier to The Council for consideration.
Tenderer	means an organisation that submits a completed Tender in response to this Invitation to Tender.
Account Manager	means the nominated employee of the Supplier who will be the main point of contact for the Council for all purposes including performance management.

Part A – Instructions to Tenderers

Part A – Instructions to Tenderers

Section 1 – Introduction and Timetable

1.1 Introduction

Cinderford Town Council (CTC) supported by Forest of Dean District Council has made a successful Stage 1 bid to the Government's Future High Street Fund (FHSF). The Expression of Interest is attached at Appendix a) and the Rough Order of Magnitude project form at Appendix b). Initial revenue funding has been secured to prepare a detailed 5-case business plan, detailed designs & costings. The business plan will need to make a viable business case to support a Stage 2 bid submission in June 2020, in a bid to secure FHSF capital and revenue funding to deliver exciting proposals to acquire & re-purpose buildings in the town centre, improve public realm, highway safety and new town park/cycle/car parking spaces.

If the FHSF Stage 2 bid is successful, the Town Council will be seeking to extend this consultancy role to support Town Centre Business Plan project delivery through to March 2024.

Business Plan preparation is to be delivered in strict accordance with the published Government guidelines for this funding programme (see appendix c):

Business cases that are developed and submitted by local authorities will be required to comply with HM Government appraisal guidance including:

- **HM Treasury Green Book: Appraisal and evaluation in central government**
- **MHCLG's own appraisal guide and (where applicable)**
- **DfT's Transport analysis guidance (WebTAG).**

The format that business cases shall take mirrors the five-case business case model as set out in the published HM Treasury Green Book and as such will include information relating to:

- a) Strategic case:** setting out the rationale for activity and the objectives of the proposal. It will be used to assess the extent to which proposals successfully meet the overall objectives of the fund.
- b) Economic case:** including an appraisal of a number of options and a robust assessment of the predicted costs/ benefits of the project. This is used to assess the overall value for money of projects.

c) **Commercial case**: setting out the delivery model including procurement and commercial arrangements that are needed to implement the project. This is used to assess whether the proposal can be effectively delivered and is commercially feasible.

d) **Financial case**: Including details on the costs of the project demonstrating that the preferred option can be delivered successfully within the funding available.

e) **Management case**: setting out the planning and practical arrangements for implementing the project, including any risks and monitoring and evaluation. It is used to assess if the proposal is practically deliverable.

As part of the business case authorities will be required to set out what evidence their proposal is based on. Specifically, authorities need to explain what evidence or analysis they have drawn on to ensure the interventions being proposed will work to successfully deliver the outcomes that they seek as well as the evidence used to calculate expected benefits of proposals.

In accordance with the Green Book and HMT Magenta Book guidance on evaluation, authorities that receive funding through the Future High Streets Fund will be required to comply with necessary monitoring and evaluation arrangements.

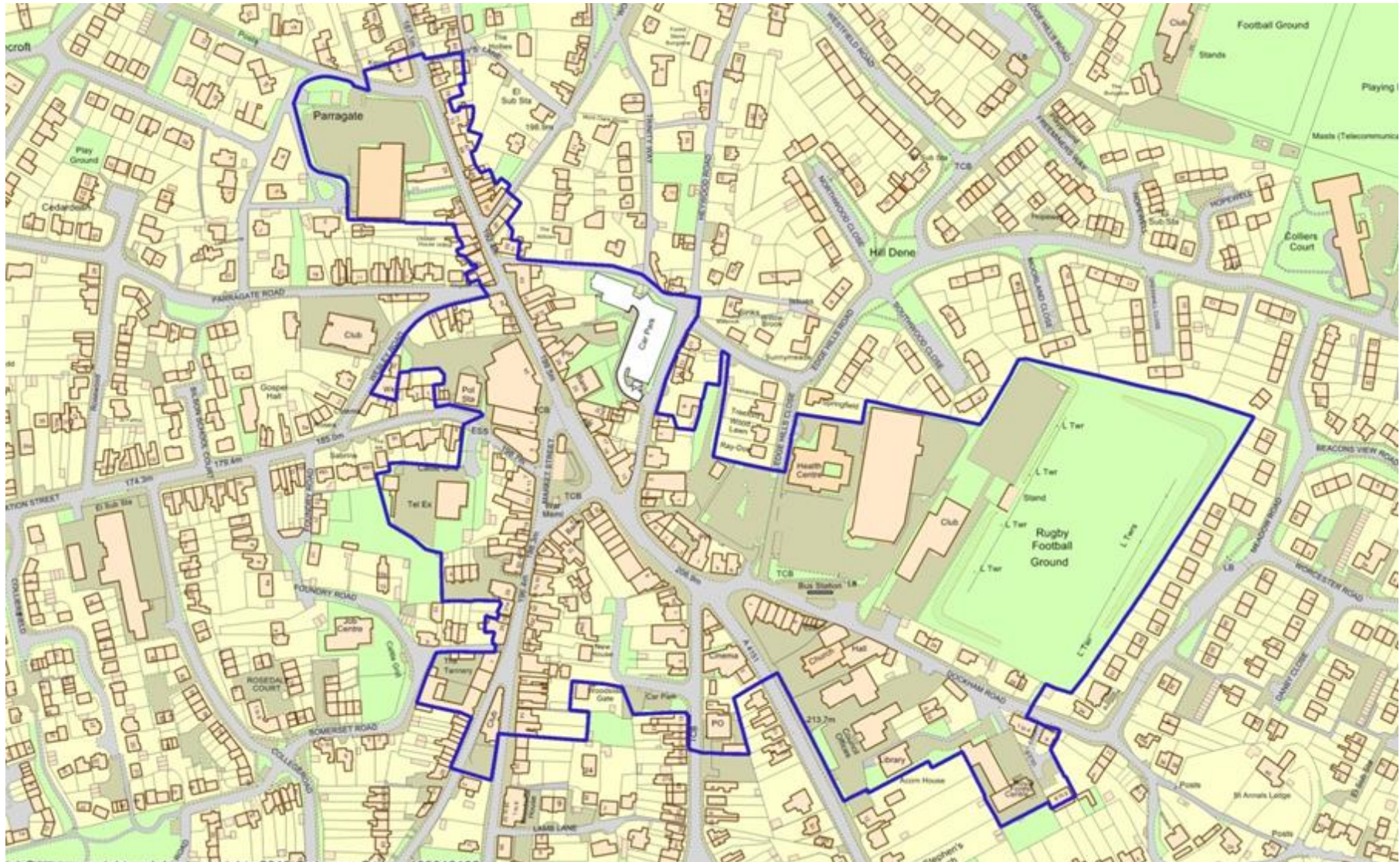
The fee proposal should include costs for all 5 of the main deliverables described above.

1.2. Procurement timetable

ACTIVITY	DATE
Invitation to Tender	25 th November 2019
Deadline for ITT Clarification questions	20 th December 2019
Clarification questions answered by	23 rd December 2019
Deadline for return of Invitation to Tender ITT	17:00 on 23rd December 2019
Evaluation of ITT (incl. Post Tender Clarifications)	13 th January – 17 th January 2020
Selection of successful Tenderer	20 th January to 24 th January 2020
Contract Commencement	27 th January 2020

The Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

Figure 1, Cinderford Town Centre



Part A – Instructions to Tenderers

Section 2 - Instructions for Submission of Tenders

2.1 Compliance with Instructions:

Tenders submitted shall be in accordance with and subject to the terms of these instructions and other documents comprising the Invitation to Tender.

Tenders not complying with any mandatory requirement indicated by the word “shall” or “must” may be rejected.

To register your expression of interest, access the tender documentation and request questions of clarification about the Invitation to Tender you will need to register with the Town Clerk via the following email address clerk@cinderfordtowncouncil.gov.uk anytime up to **17.00 on 20th December 2019**. No further questions may be submitted after this time.

The clarification questions and responses to those questions will be published anytime up to **12:00 on 23rd December 2019**. **Please note, we will endeavour to answer questions as soon as possible once they are received.**

This Invitation to Tender does not constitute an offer and the Council do not undertake to accept the lowest or any Tender. The Council will not reimburse any Tendering costs.

2.2 Confidential Nature of Tender Documentation and Bids:

Tenderers must hold information relating to this Tender process as confidential and to limit the dissemination of such information on a need-to-know basis.

Tenderers shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other Tenderer or member or employee of the Council.

- 2.3 The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 give a general right of access to information, including the contents of Tenders, held by or on behalf of the Council. The Council will regard the Invitation to Tender and Tender submissions as confidential during the Tender process and for a reasonable period after the award. After that period Tender submissions may be subject to disclosure.

- 2.4 Subject to appeal rights, the Council decision on what information will be released in response to an access request is final. In submitting the Tender it is taken by the Council to confirm that the Tenderer understands that the Council may apply relevant exemptions in appropriate cases.

Tenderers are asked in Part C - Section 13 to state if they believe information in their bid would be exempt from Freedom of Information Act disclosure. Tenderers should note a blanket statement or designation that the whole of a Tender should be treated as confidential is not acceptable and will be ineffective.

- 2.5 Any information considered to be confidential should be supplied in the Part C -Section 13.

2.6 Preparation of Bid:

Information supplied to Tenderers by staff of the Council or information contained in any of the Council publications is supplied for general guidance only in the preparation of the Tender.

Tenders and supporting documents shall be in English and any contract subsequently entered into shall be subject to English Law.

Tenderers must sign and return a copy of Part C – Section 12 – Response to Contract Documents as part of their Tender submission.

2.7 Submission of Tender

Requirements for submission of information:

- Submissions shall be made in the form set out in Part C (Tenderer's Submission Document)
- Every item shall be priced in sterling (GBP) and the submission totalled.

- 2.8 The Council requires the Tender to be emailed in pdf format to the Town Clerk via the following email address clerk@cinderfordtowncouncil.gov.uk

Any Tender received after the date and time specified for receipt shall not be considered, will be recorded as being late and remain unopened.

- 2.9 Tenders will not be accepted by fax or post.

2.10 Tenderers may be asked to clarify their Tender and other documents included as part of their submission and what is or is not included in the bid price.

2.11 The Form of Tender and pricing schedule needs to be submitted by the organisation which it is proposed will enter into a formal contract with the Council and shall be signed by persons of that organisation authorised to enter in to contracts.

2.12 Evaluation of tender responses

The evaluation will involve a Selection Questionnaire and tender assessment.

Tenderers that meet the criteria for the Selection Questionnaire criteria will be then scored against the contract award evaluation criteria.

The information contained in Part A is for information only and will not form part of the contract. The remaining section of the tender documents and any documents referred to in the tender documents (unless stated otherwise) together with any documents submitted by the successful bidder shall form part of the contract.

Part A – Instructions to Tenderers

Section 3 – Tenders Submission Checklist

Please use and submit this checklist to ensure that your proposal is complete. Failure to complete and submit any one of the following documents may result in rejection of the proposal.

ITEM	CROSS REFERENCE	PLEASE TICK TO CONFIRM INCLUDED
<p>You must submit the tender in Adobe PDF format to the Town Clerk via the following email address clerk@cinderfordtowncouncil.gov.uk</p> <p>Selection Questionnaire (including Statement of accounts evidence for question 4.1 or 5.1 if appropriate to demonstrate Economic and Financial standing)</p>	<p>Part A – Section 2 Instructions to Tenderers paragraph 4.2</p> <p>Part C - Section 7</p>	
Method statements/Response to Evaluation Criteria	Part C - Section 8	
Pricing schedule	Part C - Section 9	
Form of tender	Part C - Section 10	
Tendering Certificate	Part C - Section 11	
Response to contract documents	Part C - Section 12	
Freedom of Information Statement (where applicable)	Part C - Section 13	
Parent Company Guarantee (where applicable)	Part C – Section 15	

Part B – Authority Requirements

Part B – Authority Requirements

Section 4 - Selection Questionnaire Criteria

(Responses to be provided in Part C- Section 7 & Section 8)

SECTION	WEIGHTING
Selection Questionnaire Part C – Section 7 - 1.1 – 8	
1.1 Potential Supplier information	Info Only
1.2 Bidding model	Info Only
1.3 Contact details	Info Only
Exclusion Grounds	
2. Grounds for mandatory exclusion	Pass/Fail
3. Grounds for discretionary exclusion – Part 1	Pass/Fail
Selection Questions	
4. Economic and Financial standing	Pass/Fail
5. Parent Company (where applicable)	Info Only
6. Technical and Professional Ability	Pass/Fail
7. Modern Slavery Act 2015	Pass/Fail
8.1 Insurance	Pass/Fail
8.2 Health and Safety	Pass/Fail
8.3 Compliance with Equality Legislation	Pass/Fail
8.4 Information Security and Freedom of Information	Pass/Fail
Award Criteria Part C – Section 8	
Cost	60%
Experience and Resources	40%

Part B – Authority Requirements

Section 5 – Evaluation criteria

5.1 The Council will accept the Tender which is the most economically advantageous, i.e. a balance between fixed cost and service quality.

5.2 The overall Tender will be evaluated against the written response (service quality) based on experience/resources, and general approach as well as the Tender sum (price).

We intend scoring each submission on a **price/quality split** basis with 40% of the available score being awarded for quality and 60% awarded for price.

5.3 Price 60%

Where any tender is considered to be too low or too high to be credible then the Council will clarify whether the pricing is correct and has been interpreted correctly, and if too low is achievable and sustainable. If following the clarification, any price is found to be too low or too high, that tender will be rejected in accordance with the Public Contracts Regulations 2015 regardless of how many points it scores in all other aspects. Any tender submission where prices are 30% below or above the median of all responses then the Council would consider these as being abnormal.

5.4 Pricing Schedule (Part C – Section 9)

All prices quoted must be in GBP sterling, exclusive of VAT or Insurance Premium Tax and must include all costs including travel and associated expenses.

5.5 Quality 40%

The non-price / quality elements/ sub criteria in Part C – Section 8 will be scored by the Evaluation Panel and will receive up to a maximum total of 40%. It may be possible that all responses are judged equal and receive the same score.

5.6 Variant bids

Tenderers are permitted to submit one variant bid. The Council shall consider a variant Bid where the Tenderer has:

- Submitted the variant bid in addition to a standard bid;
- Submitted as part of the variant bid any necessary additional information or amends to any Method Statements where this is necessary for the Council to clearly understand the offer; and

- Submitted an additional fully completed pricing schedule for the variant bid.

Variants bids will be considered on the following basis:

- The Council shall consider whether the variant bid provides a practical and acceptable alternative to the compliant Tender. Where the Council determines that a variant bid constitute a practical and acceptable alternative then the Council shall evaluate the variant bid as a separate bid with the following additional evaluation steps;
- Where no additional Method Statement has been provided in a variant bid the score from the corresponding Method Statement in the standard bid shall be included in the variant bid.

The Council shall calculate the financial evaluation for a variant bid according to the same methodology as detailed for the standard tender but using the pricing schedule supplied for the variant bid.

5.8 References

References from those supplied in Part C – Section 1 Selection Questionnaire Question 6.1 will be taken up for all shortlisted Tenderers and these will be used for moderating the original evaluation scores.

5.9 Evaluation Process

The evaluation process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Public Procurement Directives and The Public Contracts Regulations 2015.

Please note that throughout the evaluation process, the right is reserved to seek from Tenderers additional information or clarification at any stage as an aid to fully understand their offers.

The evaluation of submissions will be based upon:

- 'Part C, Section 7 – Selection Questionnaire'; and 'Part C, Section 8 - Award Criteria'

The submissions that pass the Selection Questionnaire stated in Part C – Section 7 will then be evaluated against the award criteria below.

Tenderers will be notified simultaneously and as soon as possible of any decision (including the award of the contract) made by the Council during the Tender process. When the bids have been evaluated, all Tenderers will be notified about the award of the contract.

The Council will provide feedback on request to unsuccessful Tenderers at the end of the Tender process and contract award notification stating their scores compared with the winning bidder scores.

Award of the contract by the Council will be sent in writing to the successful Tenderer, subject to the completion of a written contract.

Where Tenderers undertake work, or place orders prior to the completion of the written agreement, they do so at their own risk. The Council will not be responsible for any costs incurred in the event that the contract is not completed.

5.10 Quality / non-price - award and weighting criteria

The quality award scoring and weighting criteria are as follows:

QUALITY ELEMENT	PART C – SECTION 8, RESPONSES TO STATEMENT OF REQUIREMENT/SPECIFICATION	TOTAL WEIGHTING %
Q1	EXPERIENCE AND RESOURCES: <ul style="list-style-type: none"> - Evidence of experience in completing work of a similar nature. - Detail how requirements will be approached, including details on timescales for completion of each element. - Demonstrating that there is sufficient qualified resource to complete work within timeline. 	40%

5.11 Award criteria evaluation

Tenderers who meet all the Pass/Fail requirements shall then be scored on their statement responses to the requirements in Part C – Section 8 Response to Statement of Requirement /

Specification statements.

In evaluating the method statement responses to the Statement of Requirements/Specification the Evaluation Panel will use their reasoned professional judgement to award points that reflect the merits of each response.

Each of these responses will be scored 0-5; 0 being the lowest and 5 being the highest. Points shall be awarded as follows and the weighting stated above applied:

SCORE	DESCRIPTION
5	Exceeds expectations Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and/or innovation relevant to the statement of requirement / specification
4	Meets expectations Gives confidence that all key aspects of requirements will be achieved
3	Satisfactory Generally meets requirements, gives minor reservations about meeting some of the requirements
2	Unsatisfactory Below expectations and does not fully demonstrate and/or address the requirements and gives rise to concerns about potential reliability
1	Poor Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements
0	Unacceptable Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement

Each quality element will be scored and awarded a weighting. Each of the tenders will be

awarded a weighting relating to their score as in the following example calculation for each element: $(\text{Score}/5) \times \text{Weighting} = \text{Score}$.

POTENTIAL SUPPLIER	QUALITY ELEMENT SCORE	WEIGHTING (BASED ON 40% BEING ALLOCATED TO THE QUALITY ELEMENT CRITERIA)
A	5	$5/5 \times 40\% = \text{Score } 40$
B	4	$4/5 \times 40\% = \text{Score } 32$
C	3	$3/5 \times 40\% = \text{Score } 24$

5.12 Price – award and weighting criteria

PRICE ELEMENT	PART C – SECTION 9 PRICE SCHEDULE	WEIGHTING
PT	Total fixed cost based on listed aspects of the undertaking and to include all additional costs identified by the potential Supplier:	60%

For each price element = $\text{Lowest tender price} / \text{Potential supplier price} \times \text{percentage of weighting to be allocated}$. For example:

POTENTIAL SUPPLIER	PRICE (£)	PRO RATA WEIGHTING (BASED ON 50% BEING ALLOCATED TO THE COST ELEMENT CRITERIA)
A	£35,000	$= £35,000/£35,000 \times 60 = \text{Score } 60$
B	£37,000	$= £35,000/£37,000 \times 60 = \text{Score } 56.8$
C	£40,000	$= £35,000/£40,000 \times 60 = \text{Score } 52.5$

Each of the cost and quality element scores is then combined to arrive at a total score out of 100 for each tender submission to identify the highest scoring tender and the preferred bidder.

Part B – Authority’s Requirements

Section 6 – Statement of Requirement / Specification

6.1 Background

The Cinderford Town Centre vision centres on 7 key projects:

- 1) Repurposing of former HSBC Bank**
- 2) Purchase & repurposing of Cinderford Methodist Church**
- 3) Purchase & refurbishment of Acorn House for new housing use**
- 4) Demolition, clearance & redevelopment of Dockham Road site to create a community garden**
- 5) Refurbishment of Rheola House to create a new business hub**
- 6) Streetscene, public realm and town centre facilities upgrade**
- 7) Highway improvements to Market Street**

PLEASE NOTE: Project 7 above “Highway Improvements” the design & cost estimating work is outside this contract of work.

6.2 Period of Contract

The successful consultant will be selected on 27th January 2020. The contract will commence with an inception meeting which will take place week commencing 3rd February 2020.

Subject to Business Case approval, the project will run until construction completion, should the Business Case not be approved the contract will end when the Council receives formal notification.

6.3 Details of services required

The main deliverables and actions required from the contract are as follows:

- 1) 5–Case Business Plan**

2) Architect Design Services RIBA Stage 1-3 (including up to 4 project meetings). Preparation & Briefs / Concept Designs / Developed Designs / Planning Application(s) Preparation and submission

As part of the main deliverables and actions, the architect will be required to provide details of the following for each of the 6 project elements:

- Building Fabric
- External Lighting Plan
- Landscaping Plan
- Demolition & clearance plan – Dockham Road site
- Drainage Plan
- Renewable energy installations
- Electric vehicle charging points
- BREEAM Excellent rating (BREEAM Pre-Assessment to be commissioned by the Consultant)
- Infrastructure Study (Electricity, Gas, Drainage, Communications)
- Environmental Statement Screening Request and further details (if required)
- Waste Minimisation Statement
- Tree Survey (proportionate to number of trees on site – if required)

3) Statement of Community Involvement & Equalities Impact Assessment

To support the design process and planning application preparation work.

As part of the work, consideration should be given to the following:

Buildability –

Consideration shall be given to the construction process identifying the need for any phasing any works to comply with European Protected Species License requirements, to minimise disturbance for neighbouring residential and commercial properties, avoid access restrictions and working/storage areas. Buildings must meet minimum accessibility requirements (Equality Act, Part M of Building Regulations and recommended British Standards for accessibility).

Risk Assessment –

The consultant shall identify any aspects of the project they consider to be a risk to programme cost or buildability, together with their proposals for removing, reducing or managing those risks where applicable. These will be reported back to the Project Manager on a regular basis. Consultants are reminded of their duties under the Construction Design and Management Regulations to undertake risk assessments to remove, reduce or manage risks to Health and Safety, to contractors, building users and others which arise as a result of their design decisions. Following business plan approval, CTC will appoint a CDM co-ordinator for this project.

Cost Advice –

The Council is required to assemble costing information as early as possible in the project cycle. The consultant is therefore requested to assemble a feasibility study which will include the following information for building refurbishment, highway improvements, demolition & clearance, landscaping/planting and car park development:

- Basis for cost data
- Summary of gross internal floor areas and quantified items for external works where applicable
- Summary of costs indicating separately – new build / external works / fittings / preliminaries / contingencies
- Fee requirements (including any licence or permit charges)
- Preliminaries requirements
- Base date and index applied
- Consideration of whole life cost (30 year life)
- Costed and uncoded works from project risk assessment.

6.4 Milestones

Project Inception Meeting & site visits:

TBC

Draft 5-case Business Plan completed

March 2020

Stages 1-2 RIBA Completed:

March 2020

Stages 3 RIBA Completed

June 2020

Submission of Planning Application:

TBC

Town Council Business Case Approval:

TBC

6.5 IT Requirements for contract

All completed documents to be sent hard copy and on disc. CAD and GIS files should also be made available for drawings. A file transfer system will also be available to transfer large documents throughout the contract.

6.6 Experience and Resources

The submission will be assessed on a 60/40 Cost/Quality basis. The following should also be included in the submission, which will contribute to the evaluation.

- **Approach to the Brief Requirements:** With reference Part B Section 6 and in particular 6.2-6.6, outline the process you will follow in relation to this requirement detailing methods used, engagement required and timescales.
- **Case Studies (Max.3):** Greater significance will be placed on case studies that can demonstrate synergies with the methods etc. to be deployed in satisfying the brief requirements.
- **CV's of Team Members:** Please also provide named project lead.

Part C - Tender Submission Document

Part C - Tender Submission Document

(to be completed and returned by the Tenderer)

For the provision of

CINDERFORD TOWN CENTRE:

Consultancy Work to develop a detailed business plan, designs and budget estimates to deliver the Cinderford Town Centre vision and ambition for change.

Name of Tenderer

1. Tenderers are asked to make their response to the requirements by completing the following sections (Part C Section 7 to Section 13)) (Part D numbered 15 where applicable)
2. To assist Tenderers a checklist for a complete response is provided at the front of this Tender Document (see Part A – Section 3).
3. Tenderers should complete this Tenderer's Submission Document, and insert it at the beginning of their Tender submission where it can be easily found and identified.
4. Tenderers should cross reference any other documents submitted with their Tender to the applicable section in this Tender Submission Document so that it is easy for the Authority Evaluation Team to identify the Tenderer's full response to each requirement.

Part C – Tender Submission Document

Section 7 – Selection Questionnaire

CINDERFORD TOWN CENTRE:

Consultancy Work to develop a detailed business plan, designs and budget estimates to deliver the Cinderford Town Centre vision and ambition for change.

OPEN PROCEDURE

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

6. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Ministry Housing, Communities & Local Government and/or contracting Authority defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

	POTENTIAL SUPPLIER INFORMATION	
NUMBER	QUESTION	RESPONSE
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please	

	provide the relevant details, including the registration number(s).	
1.1(j)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ² - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ³ (Please enter N/A if not applicable)	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

BIDDING MODEL													
NUMBER	QUESTION												
1.2(a) - (i)	<p>Are you bidding as the lead contact for a group of economic operators?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p>												
1.2(a) - (ii)	<p>Name of group of economic operators (if applicable)</p>												
1.2(a) - (iii)	<p>Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.</p>												
1.2(b) - (i)	<p>Are you or, if applicable, the group of economic operators proposing to use sub-contractors?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>												
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <table border="1"> <tbody> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name						Registered address					
Name													
Registered address													

	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration:

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

	CONTACT DETAILS AND DECLARATION	
NUMBER	QUESTION	RESPONSE
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

GROUNDS FOR MANDATORY EXCLUSION		
NUMBER	QUESTION	RESPONSE
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	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	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)

2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.1 (c)	<p>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)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.1 (d)	<p>Regulation 57(3)</p> <p>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?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.1 (e)	<p>If you have answered yes to question 2.3(a), please provide further details.</p> <p>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.</p>	

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

GROUNDS FOR DISCRETIONARY EXCLUSION		
NUMBER	QUESTION	RESPONSE
2.2 (a)	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>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.</p>	
2.2 (b)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
2.2 (c)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
2.2 (d)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
2.2 (e)	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"/> If yes please provide details at 3.2
2.2 (f)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

2.2 (g)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
2.2 (h)	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"/> If yes please provide details at 3.2
2.2 (i)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
2.2 (j)	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"/> If yes please provide details at 3.2
2.2 (k)	Please answer the following statements	
2.2 (k) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
2.2 (k) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
2.2 (k) –(iii)	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"/> If Yes please provide details at 3.2
2.2 (k)-(iv)	The organisation has influenced the	Yes <input type="checkbox"/>

	<p>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.</p>	<p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
2.2(l)	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	

Part 3: Selection Questions

ECONOMIC AND FINANCIAL STANDING		
NUMBER	QUESTION	RESPONSE
3.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.2	(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 <input type="checkbox"/> No <input type="checkbox"/>
3.3	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"/>

	IF YOU HAVE INDICATED IN THE SELECTION QUESTIONNAIRE QUESTION 1.2 THAT YOU ARE PART OF A WIDER GROUP, PLEASE PROVIDE FURTHER DETAILS BELOW:	
Name of organisation		
Relationship to the Supplier completing these questions		
3.4	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.5	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.6	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

	TECHNICAL AND PROFESSIONAL ABILITY
3.7	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three studies, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for studies or services should have been performed during the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

3.8	<p>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)</p> <p>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 (or equivalent schemes in other countries)</p>
3.9	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

TABLE 9	MODERN SLAVERY ACT 2015: REQUIREMENTS UNDER MODERN SLAVERY ACT 2015 ⁴	
3.10	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"/> N/A <input type="checkbox"/>
3.11	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide relevant the url ... No <input type="checkbox"/> Please provide an explanation

⁴ [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

Additional Questions

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.

INSURANCE	
a.	<p>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: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5M</p> <p>Professional Indemnity Insurance = £5M</p> <p>*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.</p>

HEALTH AND SAFETY	
a.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>
b.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council satisfaction that appropriate remedial action has been taken to</p>

	prevent future occurrences or breaches.	
c	If you use sub-Suppliers, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMPLIANCE WITH EQUALITY LEGISLATION		
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
a.	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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>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 of alleged unlawful discrimination?</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.</p> <p>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 Council satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> <p>The Supplier agrees that there shall be no discrimination by it against any person with respect to opportunity for employment, because of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	sexual orientation. The Supplier shall in all matters arising in the performance of the Contract comply with the provisions of the Equality Act 2010 and the Human Rights Act 1998 and all other discrimination legislation.	
c.	If you use sub-Suppliers, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

INFORMATION SECURITY AND FREEDOM OF INFORMATION	
a. Is your organisation registered with the Information Commissioner's Office for Data Protection purposes?	Yes / No
b. Has your organisation been convicted of breaching data protection legislation, or had any notice served upon it, in the last three years by any data protection regulator or authority (including a local authority)? If your organisation has been convicted of breaching data protection ", please provide details below of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served in the box below.	Yes / No
b. Please confirm your organisation has Information Management and Security Policies that comply with the Council policies and provides a commensurable level of protection as those policies.	Yes / No
c. If not, please confirm you will amend the policies to adhere with the Council Information Management policies as may be implemented and amended from time to time.	Yes / No
d. If you use sub-Suppliers, do you have processes in place to check whether any of the above circumstances /policies apply to these other organisations?	Yes / No
e. Will you support the completion of Freedom of Information requests relating to work undertaken as part of this tender?	Yes / No
Please provide a copy of your Data Protection Policy with your tender submission, to be uploaded as a separate document to the to the Town Clerk via the following email address clerk@cinderfordtowncouncil.gov.uk	

Section 7 – Annex C Definitions

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 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;

Fraud

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 X 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).

Part C – Tenderer's Submission Document

Section 8 – Responses to Statement of Requirement/Specification

Response to Statement of Requirement

Tenderers are required to explain how they will approach the requirements of the brief.

Tenderers are referred to **Part B – Section 5 Evaluation criteria** of the invitation to tender and reminded that evaluation of their statements will account for 40% of their total tender score.

If supporting documentary evidence is provided this is to be uploaded as separate documents (placeholders) as part of your tender submission to the Town Clerk via the following email address clerk@cinderfordtowncouncil.gov.uk

Any superfluous information will not be considered and attachments should not be used to artificially increase the word limit.

Response (Max. 5,000 words):

**This can be submitted as a separate document, and uploaded as part of your tender submission.
Please note here if this is the case.**

Part C – Tenderer's Submission Document

Section 9 – Pricing Schedule

All prices quoted must be in GBP sterling, exclusive of VAT or Insurance Premium Tax and must include all costs including travel expenses and associated costs.

The Council do not enter into post tender discussions on price. Please ensure that all costs are included.

Please complete the table below:

MAIN BRIEF REF.	DESCRIPTION	AMOUNT (ex VAT)	AMOUNT (inc VAT)
01.	5–Case Business Plan		
02.	Architect Design Services RIBA Stage 1-3 (including up to 4 project meetings) Preparation & Brief / Concept Designs / Developed Designs / Planning Application(s) Preparation & submission		
03.	Statement of Community Involvement & Equalities Impact Assessment		
		TOTAL	

STAFF RATE (SHOULD ADDITIONAL WORK BE REQUIRED)		
	AMOUNT (ex VAT)	AMOUNT (inc VAT)
Staff Costs (Please provide a per hour rate for team members):		

NON STAFF COSTS			
	PER UNIT	AMOUNT (ex VAT)	AMOUNT (inc VAT)
Travel (per mile)			
Printing and Production (if required)			
Other			
	TOTAL		

TOTAL COSTS			
		AMOUNT (ex VAT)	AMOUNT (inc VAT)
Main Brief Costs			
Non-Staff Costs			
	TOTAL		

Part C – Tenderer’s Submission Document

Section 10 – Form of Tender

To: Cinderford Town Council (the Council)

Having examined carefully and understood the Invitation to Tender for the above Contract including without limitation “the Contract Documents” in Part C – Section 14; and

• In consideration of you considering this Tender:

- 1) We offer to deliver the services to the Council for the prices in the pricing schedule proposed by us in the Forms of Tender and deliver the project in accordance with our Tender submission.
2. We agree that this Tender shall remain open for acceptance and shall not be withdrawn for a period of not less than 90 days after the Tender return date.
3. We agree that unless and until a formal contract is prepared and executed the offer set out in this Tender constitutes an irrevocable offer by us which shall be capable of acceptance by you whereupon, unless otherwise stated, there shall be constituted between us a binding Contract.
4. We confirm that we have enclosed with this form of Tender the following documents comprised in our Tender Documents:-
 - Pricing Schedule(s)
 - Response to the Statement of Requirement/Specification
 - Technical information as necessary
 - And any other documents that have been requested
5. We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking in the form set out in the ITT Section 7 (below) duly completed by ultimate holding Council.
6. We understand that the Council are not bound to accept the lowest or any Tender it receives and we bear our cost of Tendering
7. We note and accept the confidentiality provisions in the Tendering Instructions.
8. We warrant:
 - 8.1 All information in our Tender response is complete and accurate;
 - 8.2 We have made our own investigations and research and have satisfied ourselves in respect of all matters relating to the Invitation to Tender and acknowledge that information in the Invitation to Tender provides general guidance only;
 - 8.3 We have full power and Company to enter into a contract to perform the obligations specified in the Contract Documents;

8.4 We are of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to perform the obligations specified in the Contract Documents;

*(delete paragraph 5 if not applicable)

Dated this _____ day of _____ 2019

Company**

For and on behalf of:

(Print business' full name)

(1) Signature

** (2) Signature

.....

.....

(Director)

(Director/Council Secretary

Name

Name

.....

.....

Job

Job

Title/Designation

Title/Designation

Registered

Address

Company registration number:.....

Sole Principal/Partnership**

(Print business' full name)

For and on behalf of:

(1) Signature

** (2) Signature

.....

.....

Name

Name

.....

.....

Job

Job

Title/Designation

Title/Designation

Business

Address

**delete as applicable

Part C – Tenderer's Submission Document

Section 11 – Tendering Certificate

To: Cinderford Town Council (the Council)

In this certificate the word 'person' includes any persons and body or association corporate or otherwise and the words 'any agreement or arrangement' includes any such transaction formal or informal and whether legally binding or not.

1. I / we certify that this is a bona fide Tender and that I / 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. I / we also certify that we have not done and I / we undertake that I / we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:-
 - a) Communicating to a person other than the person calling for those 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;
 - 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;
 - 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.

I / we further certify that the principles described in paragraph 1 above have been or will be brought to the attention of all sub-Suppliers and associate companies providing services or materials connected with the Tender and any contract entered into with the sub-Suppliers or associated companies will be made by all parties on the basis of compliance with the above principles.

I / we confirm that any breach of the conditions of this collusive Tendering certificate may lead to the rescission of the contract by the Council.

Signature:_____ Name (capitals)_____

Position in Firm:_____

For and on behalf of:

*Note: to be signed by the same signatories as the Form of Tender

Address

.....

Date

Part C – Tenderer’s Submission Document

Section 12 – Response to Contract Documents

If successful, I/we agree to enter into a written contract parent company guarantee substantially in the form shown in Section 15 and agree that the conditions contained in the contract will take precedence and shall form part of the contract in the event of a contract being entered into with the Council for the supply of the goods, services or works as described in Authority Invitation to Tender.

For and on behalf

(1) Signature (2) Signature

Name
(Director)

Name
(Director/Company Secretary)*

On behalf of:
(Company name)

Date:

Part C – Tenderer’s Submission Document

Section 13 – Freedom of Information Act 2000 (see Instructions to Tenderers, section 2, paragraph 2.3)

I believe that the following parts of the Tender Submission are exempt from disclosure as set out in the table below. I acknowledge that a blanket designation of the Tender Submission as confidential is unlikely to be effective. The information listed is included in separate sheets and clearly identified.

Signed:
For and on behalf of:

Description of the information Including reference to its location Tender Submission	Reason why not subject to disclosure under the FOI Act				Time Period during which it is believed the exemption will apply, beginning on date of its submission to the Council
	Important information provided in confidence	Trade Secret	Commercially sensitive information	Explanation of why disclosure (of a trade secret or commercially sensitive information) is not in the public interest	

Part D - Contract Document

Part D - Contract Document

Section 14

See attached conditions of contract for consultancy services

WHEREAS:

- (A) The Council and [] ("the Provider") have entered into a binding agreement dated [] ("the Agreement") whereby the Provider will provide the Services set out in the Agreement and upon the terms and conditions contained therein.
- (B) The Provider is a subsidiary Company of the Guarantor.
- (C) Pursuant to a Deed of Undertaking given by the Guarantor to the Council on [] 20[xx] the Guarantor has agreed to enter into a Deed of Guarantee and Indemnity on the following terms and conditions:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 2) The Guarantor hereby unconditionally and irrevocably guarantees to the Council:
- (a) due and prompt performance by the Provider of all and any obligations under or arising from the Agreement;
 - (b) that if any sums are due and payable to the Council by the Provider pursuant to the terms of the Agreement and there is any default in any payment of such sum the Guarantor shall forthwith on first demand by the Council unconditionally pay to the Council in full the monies which are due and payable to it and unpaid by the Provider; and
 - (c) to pay all costs and expenses which the Council may incur in enforcing this Guarantee.
- 3) The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the Council against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Council by reason of any default on the part of the Provider in performing and observing the terms and conditions of the Agreement and in particular such costs and expenses as may be incurred as a result of a third party delivering all or any part of the Services (as defined in the Agreement) by reason of a failure by the Provider to provide such Services in accordance with the terms of the Agreement.
- 4) The Guarantor shall not be discharged or released from this guarantee and indemnity nor shall its liability under this guarantee and indemnity be affected or impaired by any agreement, conduct or forbearance between or afforded to the Provider by the Council or by any alterations in the obligations imposed on the Provider by the Agreement or by any variations agreed to the Agreement whether or not such matters are with or without the consent of the Guarantor. The Council shall not be obliged to require payment from the Provider before enforcing the terms of this guarantee and indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Provider for all liabilities, obligations and undertakings of the Provider as provided in the Agreement.
- 5) This guarantee and indemnity shall remain in full force and effect until all monies and liabilities now or hereafter due and owing or incurred by the Provider to the Council have been satisfied in full.

- 6) If any monies shall become payable under or in respect of this guarantee and indemnity the Guarantor shall not, so long as any monies due and payable by the Provider to the Council under the terms of the Agreement remain unpaid:-
- (a) In respect of the amounts paid by the Guarantor under this guarantee and indemnity seek to enforce repayment by subrogation or otherwise;
 - (b) In the event of the insolvency, winding up, liquidation or dissolution of the Provider prove in competition with the Council in respect of any monies owing to the Guarantor by the Provider on any account whatsoever but will give to the Council the benefit of any such proof and of all monies to be so received in respect thereof.
- 7) All demands made by the Council under this guarantee and indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Council. Such demand shall be deemed to have been made and received by the Guarantor:-
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by first class mail on the next business day after the date of posting;
 - (c) if sent by fax, at the time of transmission; and
 - (d) if sent by telex at the time the Guarantor's telex machine acknowledges receipt.
- 8) No failure to exercise and no delay in exercising on the part of the Council any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any right or remedies provided by law.
- 9) The Guarantor hereby warrants and represents to the Council that it has full power and Council to enter into and perform its obligations under this guarantee and indemnity.
- 10) This guarantee and indemnity may not be terminated by the Guarantor while any obligations under it remain in effect and it shall be binding upon the Guarantor's successors in title.
- 11) This guarantee and indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Provider or the Council.
- 12) The Guarantor hereby irrevocably appoints its Company Secretary as its authorised agent for the purpose of accepting service of process for all purposes in connection with this guarantee and indemnity.
- 13) This guarantee and indemnity shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this guarantee and indemnity.

DATED this day of 20[]

IN WITNESS whereof the Guarantor has hereunto set its seal on the date set out above.

(THE COMMON SEAL OF)

)

was hereunto affixed in the
the presence of

)

)