



**South Tees
Site Company**

PPE Requirement

TENDER REFERENCE: STSC-JN-0083

Tender Issue Date: 1st September 2020

Tender Return Date: 18th September 2020

**South Tees Site Company Limited
Procurement Department
Teesside Management Offices
Redcar**

TS10 5QW

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1. Introduction

Immediately following the compulsory liquidation of Sahaviriya Steel Industries Limited (SSI UK), the owner of the steelworks at Redcar, a report was produced by the Health & Safety Executive for BEIS (at the time BIS) which flagged several potential public health, safety and environmental risks. South Tees Site Company (STSC) was incorporated on 12 October 2016 to address these risks on behalf of the Official Receiver (OR).

STSC is a wholly-owned arm's length company of the Department of Business, Energy and Industrial Strategy (BEIS) with the Secretary of State for BEIS as the single shareholder. It operates under a Framework Agreement with BEIS that has had two distinctive objectives:

- manage, operate, and maintain the Redcar Steelworks site under a Management Agreement with the Liquidator of SSI UK
- provided support, advice and co-operation to the South Tees Development Corporation in the development of its strategic vision for the regeneration of the wider South Tees area

The Agreement requires the company to execute good and efficient management and administration of the day-to-day operations and “Keep Safe” status of the site. Keep Safe activity is summarised as:

- Inspection and risk assessment of redundant assets, including 400 individual buildings and structures
- Maintenance and operation of process systems, assets, and equipment to prevent release of hazardous substances to the environment or dangerous events
- Maintaining key safety systems and Environment, Health and Safety governance
- Site security for the whole South Tees Site
- Management of the high voltage electrical distribution system to provide power to other businesses on the site
- Management of some of the infrastructure in joint use by the site residents e.g. road and rail system

Prior to liquidation SSI UK acted as principal in two contracts to provide services to neighbouring businesses, namely Tata Steel UK Ltd and Redcar Bulk Terminal Ltd. These Resource Sharing Agreements (RSAs) stem from the original sale of assets by Tata to SSI UK in March 2011. There were several services on the site that were deemed to be ‘site wide’ and physically difficult or financially prohibitive to split. These services include the provision of high voltage electricity, low voltage electricity maintenance, security, drainage, weighbridge facilities, oil removal and fire prevention. STSC has continued to provide these services under the Management Agreement.

2. Indicative Timetable

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

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Tender Timeline	Date
Advert and full ITT issued	01/09/20
Site Visit	N/A
Deadline for questions relating to the tender	09/09/20
Responses to questions published	11/09/20
Deadline for receipt of tender	18/09/20
All suppliers informed of outcome	25/09/20
Contract award on signature by both parties	30/09/20
Contract start date	TBC

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

3. Procedure for Submitting Tenders

Please send your proposal clearly marked as “TENDER” and include the Tender Reference Number e.g. STSC- JN-0083 **before** the deadline of 18th September at 5pm to Procurement via email procurement@stscld.co.uk

For questions regarding the procurement process please contact procurement@stscld.co.uk.

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

STSC shall have the right to disqualify a bidder from the procurement if they fail to fully complete their response, or do not return all of the fully completed documentation and declarations requested in this ITT. STSC shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed email procurement@stscld.co.uk. All questions should be submitted by 9th September at 1pm; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 11th September on Contracts Finder. All contractors should then take that reply into consideration when preparing their own bids, and we will evaluate bids on the assumption that they have done so.

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

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4. Evaluation of Responses

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

There will be an overall 20/80 cost/quality weighting on the evaluation.

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

5. Terms and Conditions applying to this Invitation to Tender

The Terms and Conditions published with this invitation to tender on Contracts Finder (see appendix A) will apply to this contract.

This agreement is for 3 years and includes budget for the initial roll out and subsequent top up orders for stocks and new starters.

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

6. Further Instructions to Contractors

STSC reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by Procurement. Where amendments are significant, STSC may at its discretion extend the deadline for receipt of tenders.

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

7. Checklist of documents to be returned

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

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

8. Job Background

South Tees Site Company Ltd has a team of Engineers and Operators carrying out routines and inspections across the site in order to fulfil the 'Keep Safe' requirements associated with a top tier COMAH site.

The team is made up of HV/LV Electricians, welders etc. and as such the correct PPE must be worn at all times. We are looking to roll out 'Teesworks' logoed PPE (see appendix B) to all team members who require this, and have a small pool stock for occasional users and visitors. After the initial roll out we will require less frequent, top up orders so continuity of the garment styles and colours is key.

9. Scope

- All garments supplied where possible should be stocked as continuity is required. If this is not the case this must be made clear within the submission.
- Schedule is provided with details of timescales from receipt of order, adding logo to delivery.
- All garments must at least the required specification.
- All specifications must be supplied (for fabrics and garments).
- Logos/names are added where agreed and all prices are fully inclusive of these costs.

10. Drawings & Specifications

Please refer to appendix B: logo detail for further information. Logo to FR jackets is to be embroidered, logo to hi vis jackets is to be printed and the hard hat should be a printed sticker.

Logo positioning details		
<i>Teesworks Logo</i>		
Jacket	Left breast	
Hi Viz Jacket	Left breast	Centre Back
Hard Hat	Front Centre	

11. Hazard Identifications

N/A

12. Standards

Invoices and quotations must be issued reflecting the breakdown requested in the price schedule. Please provide an example as part of this submission.

STSC may carry out benchmarking exercises during this agreement.

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13. Site Visit

A site visit is not applicable to this opportunity.

14. Health & Safety

South Tees Site Company Ltd is a top tier COMAH site and as such, is heavily regulated.

15. Budget

The anticipated budget for this project is £20,000 to £35,000 excluding VAT.

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

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

16. Price/Quality Evaluation Criteria

The weighting for each criterion is presented in brackets.

Price 20 Points

This includes the 'Tender Total'. The number of points will be awarded such that the lowest tender receives 20 points, the others will receive points based on their percentage above the lowest tender.

Example

Lowest Tender Total: £15k – 20 Points

Next Lowest Tender: £18k – $(15/18 \times 20)$ – 17 Points

Next Lowest tender: £22k – $(15/22 \times 20)$ – 14 Points

Pricing Schedule

The price schedule should be completed in full (appendix C).

Quality 80 Points

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

Questions:

Response:

Registered office address	
Company Registration Number	
Are you a small, medium or micro enterprise (SME)?	
Contact details: Contact Name Role in organisation Phone Number E-mail address Postal address Signature (electronic is acceptable) Date	
Please indicate if, within the last 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 Corruption Fraud Terrorist offences Money laundering Child labour and other forms of trafficking in human beings If you have answered yes to any of the above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (self cleaning)	
Are you able to provide a copy of your audited accounts for the last 2 years if requested?	

Quality questions:

1. 30%

Please confirm that the PPE offered in your submission at least meets the required standards listed in appendix C (price schedule). If it does not, please state the reasons why and list the standards that it does conform to.

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2. 20%
Please provide details of other similar contracts in which you have provided PPE, meeting standards, logo requirements and timescales. Please also provide details of how you have ensured continuity of supply throughout the life of the contract.
3. 30%
Please provide details of responses for any urgent requirements where the contracting authority may require additional PPE at short notice (unplanned site visit for example, i.e. 20 sets of PPE required). This is required as from time to time unforeseen events mean that we may not have enough PPE to facilitate requirements on site, some of which may be of an urgent nature.

Scoring Methodology

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

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

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

17. Procurement

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

Email: procurement@stscld.co.uk

Please use this email address to:

- Confirm the Tenderer intends to submit a tender.

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- Raise any questions during the tender period.
- Return the completed tender.

18. List of appendices

- A – Terms & Conditions
- B – Logo detail
- C – Price Schedule

Freedom of information

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

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

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

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

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

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

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

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

If you have agreed for your information to be disclosed under the FOI Act please tell us what exemptions or exceptions may apply to your information and why?

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If you are not relying on any exemptions or exceptions please complete each field 'N/A' (Not applicable)

Bidder guidance	<p>The Bidder shall provide details of their proposed exemptions/exception in the table below.</p> <p>The Bidder (irrespective of submitting a successful or unsuccessful Bid) shall note that if the Contracting Authority believes that the suggested Exemptions or Exceptions have not been applied properly as per the Act or Regulation, the Contracting Authority will disclose the requested information unless another exemption or exception can be applied by the Contracting Authority.</p> <p>Be aware that by completing and answering 'Yes' you have agreed for STSC Ltd to disclose the provided information under the Freedom of Information Act 2000 or Environmental Information Regulation 2004, therefore you will not be approached for consent.</p>	
Scoring criteria	For information only	
Bidder response	Confidential Information	Justification for exemption/exception under FOI Act
	Commercially sensitive information	Justification for exemption/exception under FOI Act

Declaration 1: Statement of non-collusion

To: South Tees Site Company Limited

1. We recognise that the essence of competitive tendering is that STSC will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

- a) communicate to any person other than STSC the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
- b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
- c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word "person" shall include any person, body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such information, formal or informal, whether legally binding or not.

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

.....
Print name

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

.....
Date

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Declaration 2: Form of Tender

To: South Tees Site Company Limited

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

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

.....
Print name

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

.....
Email address

.....
Telephone Number

.....
Date

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Declaration 3: Conflict of Interest

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

Signed

Name

Position

OR

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

X

X

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

X

X

Signed

Name

Position

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

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

A professional or personal interest in the outcome of this research

For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation

Current or past employment with relevant organisations

Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)

Gifts or entertainment received from relevant organisations

Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations

Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

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

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

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

Declaration 4: Questions for Tenderers

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

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

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(f) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	

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

Declaration 5: Agreement to Published Terms &Condition

To: South Tees Site Company Limited

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

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

.....
Print name

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

.....
Date

Declaration 6: Use of Sub-Contractors

To: South Tees Site Company Limited

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

Sub-contractor	Nature of Work

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

.....
Print name

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

.....
Date

OR

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

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

.....
Print name

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

.....
Date

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Declaration 7: Health & Safety Policy

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

Please sign in the appropriate box:

Yes	Sign: Print Name:
No	Sign: Print Name:

Declaration 8: Enforcement/remedial orders

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

Please sign in the appropriate box:

Yes	Sign: Print Name:
No	Sign: Print Name:

Declaration 9: General Data Protection Regulations

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

The Supplier warrants that that it shall under this Contract:

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

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

The Contracting Authority may require further assurances during the Contract through a series of

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

Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of Contracting Authority Data Protection Officer are:
2. Natalie Robinson
3. Data Protection Officer Address: Teesside Management Offices, Trunk Road, Redcar TS10 5QW
4. The contact details of the Suppliers Data Protection Officer are:
Name:
 Email :
 Data Protection Officer Address:
5. The Supplier shall comply with any further written instructions with respect to processing by Contracting Authority. Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	Company names and addresses, images, employee names and works telephone numbers. Information is held to ensure the safety of all contractors and visitors on site and to ensure they and their employees are fully contactable.
Duration of the processing	Processing will take place from the commencement of the contract until up to 12 months after the contract end (dependant of the requirement).

Nature and purposes of the processing	The nature of the processing will include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or combination, restriction, erasure or destruction of data.
Type of Personal Data	Names, mobile numbers, dates of birth vehicle registration, images
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Date to be removed after any job or contract term ends unless for legal or union reasons.

GDPR Questionnaire

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

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

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

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

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

.....
Print name

.....
ITT - STSC-JN-0083 PPE Requirement

Date

