



Supply, installation, servicing and maintenance of Air Conditioning equipment

TENDER REFERENCE: STSC-FB-0011

Tender Issue Date: 1st August 2019

Tender Return Date: 2nd September 2019

South Tees Site Company Limited
Procurement Department
Teesside Management Offices
Trunk Road
Redcar
TS10 5QW

CONTENTS

1. Introduction
2. Indicative Timetable
3. Procedure for Submitting Tenders
4. Evaluation of Responses
5. Terms & Conditions applying to this Invitation to Tender
6. Further Instructions to Tenderers
7. Checklist of Documents to be Returned
8. Job Background
9. Scope
10. Drawings & Specifications
11. Standards
12. Site Visit
13. Health & Safety
14. Budget
15. Price/Quality Evaluation Criteria
16. Procurement
17. Appendices
18. Freedom of Information Act 2000 (FOI) and/or Environmental Information Regulations 2004 (EIR) Exemptions
19. Declarations
 - Declaration 1 – Statement of Non-Collusion
 - Declaration 2 – Form of Tender
 - Declaration 3 – Conflict of Interest
 - Declaration 4 – Questions for Tenderers
 - Declaration 5 – Agreement to Published Terms & Conditions
 - Declaration 6 – Use of Sub-Contractors
 - Declaration 7 – Health & Safety Policy
 - Declaration 8 – Enforcement/remedial orders
 - Declaration 9 – GDPR

1. INTRODUCTION

On 2 October 2015 the SSI steel works in Redcar was placed into compulsory liquidation and an official receiver (OR) was appointed as liquidator. On 12 October, following no buyer for the steel works being found, the decision was taken by the official receiver to set about the hard closure of the site. Since that time the official receiver undertook a protracted liquidation of SSI and, in the absence of a new owner, he has been overseeing the safe and secure closure of the former SSI site whilst maintaining the delivery of services to other site residents. Government, through the Department for Business, Energy and Industrial Strategy, provided an indemnity to the OR so that he could carry out his duties as liquidator of the company and ensure its ongoing safety and security.

On the 1st December 2016 The Department established a Government company, known as the South Tees Site Company Limited (STSC), in order to take forward the safety and security of the site from the OR. STSC have a management team as well as a board of directors, accountable to the BEIS Secretary of State. In order to allow the board of directors and management team to carry out their duties, as well as funding the operation of the Company, BEIS has agreed to indemnify them against all claims, proceedings, costs - including the cost of defending proceedings - and expenses.

2. INDICATIVE TIMETABLE

The anticipated timetable for this tender exercise is as follows. South Tees Site Company Limited reserves the right to vary this timetable. Any variations will be published on Contracts Finder or circulated to all organisations who have registered an interest in notifications.

| Tender Timeline | Date |
|---|--|
| Advert and invitation to tender issued | 1st August 2019 |
| Site Visit | 13th August 2019 |
| Deadline for questions relating to the tender | 19th August 2019 |
| Responses to questions published | 23rd August 2019 |
| Deadline for receipt of tender | 2nd September 2019 (by 2 pm) |
| All suppliers informed of outcome | 13th September 2019 |
| Contract award on signature by both parties | TBD |
| Contract start date | TBD |

The contract is to be for two (2) years with the option to extend for one (1) further year (2+1), 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- FB-0011 **before** the deadline of **2pm on 2nd September 2019** 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. South Tees Site Company Limited does not undertake to consider tenders received after that time. South Tees Site Company Limited requires tenders to remain valid for a period indicated in the specification of requirements.

South Tees Site Company Limited 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. South Tees Site Company Limited 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 proposal, please email procurement@stscld.co.uk.

All questions should be submitted by **19th August 2019**; 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 **23rd August 2019**. 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 South Tees Site Company Limited any costs or expenses that you may incur in preparing your tender, irrespective of whether or not your tender is successful.

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.

There will be an overall **40/60** cost/quality weighting on the evaluation. Further details are provided 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 will apply to this contract. Please refer to *Appendix 1: Terms and Conditions (S1 – Precedent Contract for the Purchase of Services)*.

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

South Tees Site Company Limited 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 **23rd August 2019**. Where amendments are significant, South Tees Site Company Limited may at its discretion extend the deadline for receipt of tenders.

South Tees Site Company Limited 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 South Tees Site Company Limited 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. DOCUMENTS TO BE SUBMITTED

| Requirement | Assessment |
|--|-------------|
| Freedom of Information Act 2000 (FOI) and/or Environmental Information Regulations 2004 (EIR) Exemptions | Informative |

| | |
|---|--------------|
| 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 | Informative |
| 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 |
| Declaration 9: GDPR | Pass/Fail |
| Pricing Schedule | Quantitative |
| Response to Quality Assessment Questions | Qualitative |
| Copy of Environmental Policy | Informative |

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 (STSC) Policy is to provide a safe working environment and to adopt best practice to ensure health, safety and welfare within the workplace.

Air Conditioning (AC) systems are installed within the main Office Buildings and Workshop areas to provide employees with a temperate working environment.

There are currently 51 Air Conditioning systems installed across the premises, of which;

| Building / Workshop | No. of AC systems |
|-------------------------|-------------------|
| TMO Building | 22 |
| RAW Building | 19 |
| OC4 Garage Workshop | 4 |
| Redcar Power Station | 3 |
| BOS Labs | 1 |
| RCO By-Products Control | 2 |
| M5 RTC Building | 0 |

9. SCOPE

South Tees Site Company Ltd wishes to select and appoint a suitably qualified and experienced provider for the supply, installation, servicing and maintenance of the Air Conditioning (AC) equipment within the main Office Buildings and Workshop areas across the site.

The contract will comprise of four specific elements as defined below: -

- 1) Routine servicing and maintenance (minimum of 2 visits per annum, at 6 monthly intervals)
- 2) Supply and installation of new/replacement units, including but not limited to:

- a) existing offices where the current AC system is known to be unrepairable
 - b) existing offices with no AC system
 - c) new offices/rooms resulting from building work modifications
- 3) Remedial (planned) work, including but not limited to:
- a) Deep clean of room unit and condenser units
 - b) Installation of insulation to external pipework
 - c) Installation of replacement filters
 - d) Fault investigation
- 4) Reactive (arising) repairs & emergency call outs

9.1 Routine servicing and maintenance

A planned maintenance schedule is required for all Air Conditioning Units taking into account the environmental conditions, with each system receiving a minimum of two (2) visits per annum at 6 monthly intervals.

The AC systems are exposed to a dusty and dirty environment due to the site's industrial nature, resulting in accumulation of dirt and muck. Some of the chiller condenser units are located on rooftops; others are on side walls, or located on the ground outside the building. A full list of the individual Air Conditioning systems is provided in *Appendix 2: Air Conditioning Systems Register* which details the make, model, and placement of both the internal and external units for each system.

During the maintenance visit, the following tasks should be performed on each AC system in accordance with the manufacturer's guidelines: -

- Test the functional operation of the AC Unit
- Check the operation of the Remote Control and Wall Mounted Controller (where installed)
- Inspect all filters, cleaning or replacing them as required
- Inspect the condensate drain line to ensure there are no blockages or build-up of mould/algae, cleaning them as required
- Check and calibrate the settings and controls on thermostats to ensure the unit starts/stops at programmed temperatures
- Check all electrical connections and keep clean, including inspection of any PCBs fitted
- Check refrigerant levels, and top up as required
- Check the condition of the pipe-line insulation, and inspect for any leaks
- Inspect/test the fan motor and impellor blade for damage, and clean both as required
- Lubricate any moving parts as required
- Inspect and clean the evaporator and condenser coils, checking the fins for damage while cleaning
- Re-test the functional operation of the AC Unit upon completion of the maintenance

A copy of the completed maintenance record must then be provided back to STSC once the work has been carried out. The maintenance record should contain a full account of the tasks undertaken and include a condition report complete with any advisory notifications of likely equipment failures and required corrective actions. Units need to be identified which are beyond economical repair; or spares no longer available; or have banned refrigerant gas system.

9.2 Supply and installation of new/replacement units

In addition to planned maintenance, South Tees Site Company Limited also has a requirement for the supply and installation of new/replacement AC systems.

These new/replacement AC systems are required for rooms/offices where: -

- a) the current AC system is known to be to be unrepairable or is thought to be uneconomical to repair, or
- b) there is no existing AC system

A summary of this requirement is shown in the table below: -

| Building / Workshop | No. of rooms/offices requiring replacement AC systems | No. of rooms/offices requiring new AC systems |
|-------------------------|---|---|
| TMO Building | 6 | 5 |
| RAW Building | 1 | 2 |
| OC4 Garage Workshop | 0 | 0 |
| Redcar Power Station | 0 | 0 |
| BOS Labs | 0 | 0 |
| RCO By-Products Control | 0 | 0 |
| M5 RTC Building | 0 | 1 |
| TOTAL | 7 | 8 |

Following upcoming building work modifications there is also the potential for further AC systems to be required; however quantities and timeframes are unknown at this stage.

The successful contractor will be expected to carry out the following tasks: -

- Decant, isolate, disconnect, and strip out the existing wall mounted system, pipework & services, and dispose of as per environmental regulations.
- Supply, deliver, and install a new wall mounted system and outdoor condenser unit*, complete with:
 - Interconnecting communication cabling between indoor and outdoor units
 - Condensate drain
 - Refrigerant pipework – high quality copper pipework and class ‘O’ insulation
 - Reconnection of services and mains wiring
 - Control wiring
 - Penetrations
 - Support & fixings
- * *The outdoor condenser is to be installed on the wall (or roof) as per the unit being replaced.*
- Fully commission the new system:
 - Upon completion, the system is to be pressure tested, vacuumed, and charged with suitable refrigerant gas
 - Commissioning – test the functional operation of the equipment to ensure it meets design specifications
- Hand-over of documentation / staff training:
 - Operating / maintenance manuals
 - Staff given full demonstration as to the correct operation of all equipment installed

Each new/replacement AC system should be ‘A’ rated for energy efficiency and offer suitable heating/cooling output based on the size, number of occupants, and usage of the room/office.

Additionally, the AC systems should be supplied complete with: -

- Individual remote-control units
- 3 year manufacturer’s warranty

9.3 Remedial (planned) work

A further fifteen (15) AC systems have been identified as requiring remedial work, of which: -

- Eight (8) systems require further fault investigation
- Seven (7) systems require a deep clean (of both the condenser units and fan units)
- Five (5) systems require new insulation to be installed on the external pipework
- One (1) system requires the existing filters to be removed and replaced by correct size filters

A summary of this requirement is shown in the table below: -

| Building / Workshop | Office/Room | Ref No. | Fault investigation | Deep clean | External pipework insulation | Correct sized filters |
|-------------------------|---------------------------------------|---------|---------------------|------------|------------------------------|-----------------------|
| TMO Building | OFFICE 8F STSC Finance | TMO/8 | ✓ | | | |
| TMO Building | OFFICE 11F Conference Room.2 | TMO/11 | | | ✓ | |
| TMO Building | OFFICE 12F A. Whittingham | TMO/12 | | | ✓ | |
| TMO Building | OFFICE 13F CEO | TMO/13 | | | ✓ | |
| TMO Building | OFFICE 17F STDC Team | TMO/17 | ✓ | | ✓ | |
| RAW Building | FD11 Structural Team | RAW/11 | | ✓ | ✓ | |
| RAW Building | FD11 Structural Team | RAW/12 | ✓ | ✓ | | |
| RAW Building | FD13 P&D Control Room | RAW/13 | ✓ | ✓ | | |
| RAW Building | FD47 S. Atkinson / LV Elect Engineers | RAW/7 | ✓ | | | |
| OC4 Garage Workshop | Locker Room | RMH/01 | ✓ | ✓ | | |
| OC4 Garage Workshop | Locker Room | RMH/02 | ✓ | ✓ | | |
| OC4 Garage Workshop | Mess Room | RMH/03 | | ✓ | | |
| OC4 Garage Workshop | Mess Room | RMH/04 | | ✓ | | |
| BOS Labs | Lab Offices S. Lowrey / G. Smith | BOS/01 | | | | ✓ |
| RCO By-Products Control | Control Room | RCO/01 | ✓ | | | |
| TOTAL | | | 8 | 7 | 5 | 1 |

For tender evaluation purposes, bidders are required to provide costs to replace each of these faulty systems with a new AC system.

Upon contract award, however, the appointed contractor will attend site to undertake a thorough inspection and fault investigation, reporting back to STSC with: -

- a list of all faults found on each unit
- a list of the corrective actions required to bring each unit back into service
- a quotation for the specific repair/maintenance work required

9.4 Reactive (arising) repairs and emergency call outs

The appointed contractor will also be required to provide an Emergency Call Out facility (including options where appropriate) to investigate arising faults. The intention is that individual work requirements will be procured on an 'as and when' required basis, with a separate Call-Off Purchase Order to be placed for each fault investigation/repair that is required.

Bidders are required to provide a breakdown of costs, detailing the attendance fee (to include the first hour of work upon arrival to site) and subsequent hourly rates.

Following the call out, the appointed contractor will submit a record of the inspection / fault investigation back to STSC. The report is to include: -

- a list of all faults found on each unit
- a list of the corrective actions required to bring each unit back into service

In addition to the report, the appointed contractor should also provide STSC with a quotation for the specific repair/maintenance work required. Where a unit is identified as being beyond economical repair, the quotation should provide costs to replace the AC system. All quotations should include estimated labour and material costs.

10. DRAWINGS & SPECIFICATIONS

All work will be controlled by a Daily Permit to Work. For all tasks, STSC will supply the contractor with a work request form detailing the scope of works for the repair/maintenance job complete with known hazards for the work area. These documents must be used by the contractor in the creation of their own risk assessment, work method statement and safe working method statement. RAMS will need to be submitted prior to any work being carried out.

Working at Height: -

- Working at height in offices and other areas will be required for access to fan control units and ceiling voids, so the Working Party should be suitably trained and competent in this discipline.
- Where required, Roof Permits will be issued to control access and ensure safe working. Roof Permits need to be obtained from our Structural dept. along with a Daily Permit to Work, which will be issued by EDC prior to any work being carried out.
- Contractor will supply their own equipment suitable for the task and safe work at height apparatus. Stepladders, or Portable Scaffold if used, must be fit for purpose having been inspected and erected by trained persons.

Electrical Isolations: -

- Air Conditioning Units have their own local isolation points. STSC's LV Electrical team will carry out any electrical isolation of feed supplies fed from any LV distribution system equipment to local isolators as and when required. Contractor personnel should be suitably trained and competent to carry out local isolation.
- All Electrical Isolation of AC Units will be carried out by STSC's LV Electrical Team. Only when all 4 of the following conditions are met will the Working Party be allowed to isolate any units: -
 - 1) The AC Unit is fitted with a Local Isolator with a lock off facility
 - 2) The supply to AC Unit is proven dead using Approved Voltage Test Lamps
 - 3) The Isolator is Locked Off using a Personal Danger Board
 - 4) Contractor is trained in Electrical Isolation

11. STANDARDS

The successful Tenderer must ensure compliance with all relevant guidance, legislation, and STSC's Policy and Procedures, and must be able to demonstrate that all personnel have had suitable and sufficient training to undertake this task.

Safety Passports and Proof of Competency will need to be provided for the Working Party, along with suitable RAMS documentation.

It is the contractor's responsibility to ensure: -

- The Working Party is site/plant inducted.
- The Working Party badge ON/OFF site at the start/end of each shift.
- The Working Party report to EDC for permit issue/cancel, and tag on/off work place areas.
- The Working Party Leader keeps in radio contact with EDC, and reports to STSC supervisor at the start/end of each shift.

12. SITE VISIT

It may be difficult to submit a tender without attending site. To fully understand the scope of the services to be provided, a site visit is arranged for this work.

This site visit is strongly advised and MUST be confirmed via email to procurement@stscld.co.uk by **4.00pm** on **9th August 2019**. When confirming attendance, please state the name(s) of the individual(s) from your organisation wishing to attend, limited to a maximum of 2 people per company. Failure to confirm attendance may mean you will not be permitted on the site visit, dependant on capacity.

We cannot support further site visits for anyone who is unable to attend. South Tees Site Company Limited would advise that a deputy is booked onto the visit if you cannot attend.

Date: 13th August 2019
Time: 10.00am
Site Host: Stuart Atkinson – Electrical Engineer (Low Voltage Systems)

You may be required to complete a site induction, this will take around 15 minutes, please make time for the induction. Basic PPE consisting of: Hard Hat, Boots, Safety glasses, Hi Vis jacket or waistcoat, is required for this site visit. South Tees Site Company Limited are unable to provide this. Anyone attending without the appropriate PPE will not be permitted to leave the minibus during the visit.

13. HEALTH & SAFETY

South Tees Site Company Limited is a top tier COMAH site and as such, is heavily regulated. All successful bidders are required to complete the VA01 contractor approval form (*Appendix 3*) and return with required documentary evidence (including relevant insurances, ISO and training certificates as are appropriate) in order to be added to the approved contractor register. This also applies to any sub-contractors who may be used on this procurement.

Note: The below documents are for information at this stage. However, the awarded contractor will be required to complete and return prior to any works commencing.

- *Appendix 3: VA01 Contractor Approval Form*
- *Appendix 4: Contractor Information Presentation*
- *Appendix 5: Contractor Approval Guidelines*

Please note there is a minimum requirement for anyone working on site to hold a site safety passport, please refer to *Appendix 3: VA01 Contractor Approval Form* for valid types.

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

14. BUDGET

The budget range for this two (2) year contract with a one (1) year extension option (2+1) is **£60,000.00** to **£90,000.00** excluding VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

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.

South Tees Site Company Limited aims to pay all correctly submitted invoices within 30 days in line with standard terms and conditions of contract.

15. PRICE/QUALITY EVALUATION CRITERIA

In consideration of this particular requirement South Tees Site Company Limited has decided to evaluate Potential Providers by adopting the weightings/scoring mechanism detailed within this ITT.

The weighting for each criterion is presented in brackets. South Tees Site Company Limited considers these weightings to be in line with existing best practice for a requirement of this type.

| Questionnaire | Q No. | Question subject | Maximum Marks |
|---------------|--------|---|-------------------------------|
| Price | 15.1 | Pricing Schedule | 40.00 points |
| Quality | 15.2.1 | Methodology and Technical Merit | 30.00 points (50% of Quality) |
| Quality | 15.2.2 | Risk Management | 15.00 points (25% of Quality) |
| Quality | 15.2.3 | Evidence of delivering similar projects | 15.00 points (25% of Quality) |

15.1 PRICE (40) POINTS

Pricing Schedule

Bidders are required to complete *Appendix 6: Excel Pricing Schedule* to provide a full and detailed breakdown of costs (including options where appropriate). If the work involves a labour element on site please supply a rate breakdown of each trade included in the quotation.

All prices shall be exclusive of VAT. All costs appearing elsewhere in the Bid but not mentioned in this Pricing Schedule shall be presumed waived.

Scoring Methodology

This includes the 'Tender Total'. The number of points will be awarded such that the lowest tender receives **40** points, the others will receive points based on their percentage above the lowest tender.

Example

Lowest Tender Total: £65k – 40 Points

Next Lowest Tender: £75k – (65/75 x 40) – 34.67 Points

Next Lowest Tender: £85k – (65/85 x 40) – 30.59 Points

15.2 QUALITY (60) POINTS

Quality Questionnaire

| | |
|---------------|--|
| 15.2.1 | <p>Methodology and Technical Merit</p> <p>Bidders are asked to provide a comprehensive methodology of how they would undertake the work, together with details of technical ability to meet the required specifications as detailed in the scope.</p> |
|---------------|--|

| | |
|------------------|--|
| | <p>The bidder is required to:</p> <ul style="list-style-type: none"> a) Outline their understanding of the requirements b) Provide a programme of work detailing how they propose to deliver the services and objectives that STSC seek to achieve in relation to the specification c) Detail their technical ability to complete the required work |
| Bidder Guidance | <i>The bidder should detail clearly how their bid will meet the requirement including (but not limited to) details of approach to be taken, the stages of development and the key considerations.</i> |
| Scoring Criteria | <p>Scoring is based on the 0 to 100 scoring methodology.</p> <p>Maximum Marks = 30.00 points (50% of Quality)</p> |
| Bidder Response | Please attach your answer as a pdf document limited to three sides of A4 (font Ariel, size 11) |

| | |
|------------------|---|
| 15.2.2 | <p><i>Risk Management</i></p> <p>Please identify what you feel would be the top 3 risks and how you plan to mitigate these risks.</p> |
| Bidder Guidance | <p><i>The bidder is required to identify 3 key risks to this project, and detail how they would plan to mitigate these risks.</i></p> <p><i>Bidders should include a Risk Assessment example that will demonstrate how this would be managed in accordance with this requirement.</i></p> |
| Scoring Criteria | <p>Scoring is based on the 0 to 100 scoring methodology.</p> <p>Maximum Marks = 15.00 points (25% of Quality)</p> |
| Bidder Response | Please attach your answer as a pdf document limited to two sides of A4 (font Ariel, size 11) |

| | |
|------------------|--|
| 15.2.3 | <p><i>Evidence of delivering similar projects</i></p> <p>Please provide details of a minimum 3 and a maximum of 5 similar projects your company has been engaged in on Heavy Industrial Sites.</p> |
| Bidder Guidance | <i>The bidder is required to outline key challenges faced and how these were overcome, any lessons learned, and how you will utilise these experiences to add value in the realisation of South Tees Site Company Limited's commission objectives.</i> |
| Scoring Criteria | <p>Scoring is based on the 0 to 100 scoring methodology.</p> <p>Maximum Marks = 15.00 points (25% of Quality)</p> |
| Bidder Response | Please attach your answer as a pdf document limited to three sides of A4 (font Ariel, size 11) |

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.

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: $\text{Score/Total Points available multiplied by 10}$ ($60/100 \times 10 = 6$)

16. PROCUREMENT

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

Email: procurement@stsc ltd.co.uk

Please use this email address to:

- Confirm the Tenderer intends to submit a tender.
- Raise any questions during the tender period.
- Return the completed tender.

17. APPENDICES

Appendix 1: Terms and Conditions (S1 – Precedent Contract for the Purchase of Services)

Appendix 2: STSC Air Conditioning Systems Register

Appendix 3: VA01 Contractor Approval Form

Appendix 4: Contractor Information Presentation

Appendix 5: Contractor Approval Guidelines

Appendix 6: Excel Pricing Schedule

18. FREEDOM OF INFORMATION

- Freedom of Information Act 2000 (FOI) and/or Environmental Information Regulations 2004 (EIR) Exemptions

19. DECLARATIONS

- Declaration 1 – Statement of Non-Collusion
- Declaration 2 – Form of Tender

- Declaration 3 – Conflict of Interest
- Declaration 4 – Questions for Tenderers
- Declaration 5 – Agreement to Published Terms & Conditions
- Declaration 6 – Use of Sub-Contractors
- Declaration 7 – Health & Safety Policy
- Declaration 8 – Enforcement/remedial orders
- Declaration 9 – GDPR

CONFIDENTIAL

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 question FOI1.2 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.

| | |
|------------------|---|
| FOI1.1 | FREEDOM OF INFORMATION ACT 2000 (FOIA) AND / OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) Information provided in the course of the procurement process may be disclosed under Freedom of Information Act 2000 or Environmental Information Regulations 2004. Please note that some of the information provided may be protected under the FOIA exemptions and EIR exceptions. More information on applying the exemptions or exceptions can be found under the Information Commissioners Office (ICO) website http://ico.org.uk Please confirm you have been informed that information provided under this Bid may be disclosed under the FOIA and EIR and agree to it being published. |
| Bidder guidance | The Bidder shall answer Yes or No Yes – Pass No - Fail |
| Scoring criteria | Mandatory Pass / Fail |
| Bidder response | Yes / No |

| | | |
|------------------|---|--|
| FOI1.2 | <p>FREEDOM OF INFORMATION ACT 2000 AND / OR ENVIRONMENTAL INFORMATION REGULATIONS 2004 EXEMPTIONS</p> <p>Please complete this section <u>only</u> if you have agreed for your information to be disclosed under the FOIA or EIR in FOI1.1</p> <p>If you have not agreed for your information to be disclosed under the FOIA or EIR in Question FOI1.1 please complete the table 'N/A' (not applicable)</p> <p>If you have agreed for your information to be disclosed under the FOIA or EIR in Question FOI1.1 please tell us what exemptions or exceptions may apply to your information and why? If you are not relying on any exemptions or exceptions please complete each field 'N/A' (not applicable).</p> | |
| Bidder guidance | <p>The Bidder shall provide details of their proposed exemptions/exception in the table below.</p> <p>The Bidder shall note that if the Contracting Authority believes that the suggested exemptions or exceptions have not been applied properly, 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 FOI1.1 and answering 'yes' you have agreed for the Contracting Authority 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 FOIA / EIR |
| | | |
| | | |
| | | |
| | Commercially sensitive information | Justification for exemption/exception under FOIA / EIR |
| | | |
| | | |
| | | |

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

Declaration 2: Form of Tender

To: South Tees Site Company Limited

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

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

.....
Print name

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

.....
Email address

.....
Telephone Number

.....
Date

Declaration 3: Conflict of Interest

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

Signed

Name

Position

OR

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

X
X

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

X
X

Signed

Name

Position

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

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

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

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

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

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

Declaration 4: Questions for Tenderers

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

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

| Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? | Answer |
|---|---------------|
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; | |
| (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; | |
| (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. | |

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

.....
Print name

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

.....
Date

Declaration 5: Agreement to Published Terms & Conditions

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

CONFIDENTIAL

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

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 – Pass | Sign: Print Name: |
| No – Fail | 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 = *Fail | Sign: Print Name: |
| No = Pass | 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 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:

Name: Sue Houston

Data Protection Officer Address: Teesside Management Offices, Trunk Road, Redcar, TS10 5QW

2. The contact details of the Suppliers Data Protection Officer are:

Name:

Email :

Data Protection Officer Address:

3. 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.



GDPR Assurance
Questionnaire.xlsx

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

.....
Date