

Volume Two (2) Applicant’s Offer

Request for Quotation

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| Groundworks in preparation for |
| Falmouth Skatepark  Falmouth Town Council  Project: Phase 1. Groundworks |

Closing time and date for return of submission:

**By 12:00 hrs (Noon) on 15 March 2023**

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| Name of Applicant: |

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

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**SECTION 1 - General Notes**

* + 1. This document should be read in conjunction with the supporting information contained within Volume 1 “Request for Quotation - Background Information, Instructions and Conditions of Quotation” and associated documents also referenced.
    2. This document and associated documents will form the basis of the Applicants formal Quotation response. Care should be taken to ensure that it is completed accurately and all information required to submit a compliant Quotation is done ahead of submitting any final response.

**SECTION 2 – Supplier Details**

* + 1. Please enter details of Supplier bidding for the works belw.

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| --- | --- | --- | --- | --- |
| **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. | | | | |
| **Section 1** | **Potential supplier information** | |  | |
| **Question 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) | Please mark ‘X’ in the relevant box to indicate your trading status | | 1. a public limited company |  |
| 1. a limited company |  |
| 1. a limited liability partnership |  |
| 1. other partnership |  |
| 1. sole trader |  |
| 1. other (please specify) |  |
| 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? | |  | |
| 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) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | |  | |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. | |  | |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement | |  | |
| 1.1(l) | Please mark ‘X’ in the relevant box to indicate whether any of the following classifications apply to you | | 1. Voluntary, Community and Social Enterprise (VCSE) |  |
| 1. Small or Medium Enterprise (SME) |  |
| 1. Sheltered workshop |  |
| 1. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? | |  | |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable) | | | |
| Name: | |  | |
| Date of birth: | |  | |
| Nationality: | |  | |
| Country, state or part of the UK where the PSC usually lives: | |  | |
| Service address: | |  | |
| The date they became a PSC in relation to the company (for existing companies the 06 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 | |  | |
| 1.1(o) | Details of immediate parent company (Please enter N/A if not applicable) | | | |
| 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): | |  | |
| 1.1(p) | Details of ultimate parent company (Please enter N/A if not applicable) | | | |
| 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): | |  | |
| **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 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. | | | | |
| **Section 1** | | **Contact details and declaration** |  | |
| **Question 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 |  | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section 2** | **Insurance** |  | | |
| 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(Please indicate your answer by marking ‘X’ in the relevant box): | | | **Yes** | **No** |
| Employer’s (Compulsory) Liability Insurance = £5 Million | | |  |  |
| Public Liability Insurance = £5 Million | | |  |  |
| \* 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. | | |  |  |
| **Section 3** | **Health and safety** | | | |
| (Please indicate your answer by marking ‘X’ in the relevant box): | | | **Yes** | **No** |
| Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | | |  |  |
| 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?  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.    The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | | |  |  |
| If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | |  |  |

## SECTION 3 – General Preambles and Specification

The Quotation and associated Specification is formed from the accompanying drawings and documents as outlined in Schedule 1, plus a General Preambles around the work. The below are pass fail questions, and in the event that you answer “no” to any of the questions then we will not evaluate your Quotation any further and will not be able to contract with you.

|  |  |  |
| --- | --- | --- |
| **Ref** | **PASS / FAIL QUESTIONS – Confirmation that Quotation is submitted on the following understanding:** | **Please delete as appropriate** |
|  |  |  |
| 1 | The work will be inline with all issued drawings and accompanying schedules issued with this Quotation opportunity | Yes / No |
|  | Comment: |  |
| 2 | You will be appointed as Principal Contractor as defined under the Construction Design Management (CDM) Regulations, and appoint the nominated Contractors acting as coordinator to deliver the total project. | Yes / No |
|  | Comment: |  |
| 3 | You will contract with the Council under the JCT Minor Works Contract | Yes / No |
|  | Comment: |  |

## GENERAL PREAMBLES

**These General Preambles are to be read in conjunction with all associated documents to this Quotation inc. supporting drawings, schedules, and related third party documentation.**

**SECTION 1 Control of the Site**

**Prevention of Trespass**

* 1. No Contractor Personnel, plant, equipment or the like is to be allowed to trespass upon properties adjoining those in respect of which the Works are to be undertaken. If the execution of work requires that Contractor Personnel must enter upon adjoining property, the necessary permission must be first obtained from the owner/leaseholder or tenant. If the Contractor is unable to obtain permission for work on adjoining property they shall inform the Authorised Officer who will endeavour to arrange access to the adjoining property.
  2. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of their employees. Contractor Personnel will be allowed only into such parts of the site and buildings of the Employer's stock as may be necessary to execute the works from time to time ordered hereunder.

**Protection of Existing and Adjoining Building etc.**

* 1. The Contractor shall ensure nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the Work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

**Liaison with Other Contractors**

* 1. The Contractor is to note that other works may be carried out concurrently with the Contract and the Contractor is to allow for working in conjunction with and liaising with the Employer and any other contractor. Any costs incurred in complying with this requirement are deemed to be included in the Contractor's Quotation.

**SECTION 2 Associated Work-related matters**

**Where Rates not Applicable**

* 1. If any Work is ordered to be executed for which there are no Quoted rates or prices, the value shall be based on the items therein most nearly conforming with the description of such Work, or as may be agreed, or failing agreement such value as is determined by the Contract Administrator whose decision shall be absolute and final.
  2. In the case of proposed work which cannot be valued under Quoted rates or prices either directly or indirectly as provided above the Contract Administrator may require the Contractor to furnish a price or prices thereof, or the Employer may, if it thinks fit, employ other tradesmen or Contractors to execute such Work.
  3. The Employer reserves the right to delete items from the scope of Work and amend frequencies as is deemed appropriate and the sum will be adjusted accordingly. No claim for any additional costs arising from the deleting of such scope will be allowed by the Employer.
  4. The Employer may require the inclusion of additional items within the annual Scheme lump sum totals and in such situations the Employer will identify the items and either pre-price these or request a price from the Contractor for negotiation and agreement.
  5. In all cases the Employer’s decision on the prices will be final and the Contractor will be duly bound to undertake and complete all such Works so ordered under the terms and conditions of this Agreement.

**Unsatisfactory Work**

* 1. If the Contractor shall fail to remove or make good any defective or unsatisfactory Work when ordered to do so by the Contract Administrator, the Employer shall have power, after not less than 48 hours written notice to the Contractor (or in the case of repeated default in respect of the same Works such lesser period of notice as the Contract Administrator may in their sole discretion consider appropriate) to take the Work out of the Contractor's hands and cause the Work to be completed and/or make good the unsatisfactory Work and may offset, from any money due to the Contractor, the full amount of any costs incurred in so doing including the Employer's administration costs. No payment will be made for such unsatisfactory Work.
  2. The Contractor shall ensure that all defects/faulty work of whatever nature is corrected at the Contractor’s sole expense to the entire satisfaction of the Contract Administrator. For the avoidance of doubt, no payment shall be made to the Contractor for the rectification of the Contractor’s defective work.
  3. The Contractor shall provide to the Contract Administrator digital photographs to confirm the rectification of defective work.

**Provision of all Materials, Plant, Labour etc**

* 1. The Contractor shall provide and bear the expense of all materials, plant, labour, matters and things of every description that may be a prerequisite for properly executing the Works.
  2. Any materials to be used shall be new materials (unless otherwise specified) and in accordance with the specifications and standards set out in the Contract Documents. The goods supplied shall be of quality or sort specified and where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution, or equivalent, is current at the date of this Contract then all goods and materials used or supplied hereunder and all Work in execution of the Contract shall be in accordance with that standard unless a higher standard is specified in the Contract.
  3. The Contractor must make adequate provision for holding stock of plant and equipment in the operational areas, together with having sufficient labour to meet the requirements of the Employer in accordance with the Contract. The Contractor should be aware that it is unlikely there will be storage facilities available to the Contractor at the various Schemes and the Contractor shall therefore make due allowance within the Quotation for any and all storage provisions that are deemed necessary.

**Statutory Obligations**

* 1. The Contractor shall comply with, and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, and in particular with the requirements of the Regulatory Reform (Fire Safety) Order 2005, Health and Safety at Work etc Act 1974, the Management of Health and Safety at Work Regulations 1999, the Manual Handling Operations Regulations 1992 ,  the Personal Protective Equipment at Work Regulations 1992 , the Provision and Use of Work Equipment Regulations 1998,  the Control of Substances Hazardous to Health Regulations 2012 (COSHH), the Work at Height Regulations 2005,  the Control of Asbestos Regulations 2012, the Reporting of Injuries, the Construction Design and Management regulations 2015, the Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) and all other such regulations as may be appropriate, subsequent amendments or re-enactments thereto and with the regulations made thereunder, in relation to all Work to be executed under the Contract.

**Health and Safety matters**

* 1. The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary health and safety regulation that is relevant. The Contractor shall undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract. Construction (Design and Management) Regulations apply and for the purposes of the Contract the Contractor would be deemed as Principal Contractor under the Regulations. The Contractor’s attention is also drawn to Pre-Construction Information as required by CDM 2015 by the client.
  2. The Contractor shall, without prejudice to any other statutory requirements, comply with and maintain welfare and safety measures up to the standard outlined in the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all requirements under the Act are to be fully complied with by the Contractor, their Sub‑Contractors and by their employees. Under no circumstances are the Contractors (or any sub-contractors) operatives, staff etc., to approach residents for the use of welfare facilities or to use the site or any part thereof as a public toilet. Any breach by the Contractor of this condition will result in the Contractor being required to remove and replace the operative at no extra cost to the Employer.
  3. The Contractor shall produce, at the Contract Administrator's request, whether in combination or as separate documents, a copy of the Health and Safety Policy Statement, the Health and Safety Framework, and sample risk assessments and method statements (also called plan or works or safe system of work) issued by the Contractor or to their Supervisors and employees in respect of Works and undertake to supply copies of all subsequent amendments or additions thereto to the Contract Administrator.  The risk assessments and method statements may initially be generic in nature but must be tailored for the particular environment, activity, equipment and personnel specific to each location and activity before work commences.
  4. In addition, the Contractor in compliance with Statutory Requirements is to use products, methods of work and protective measures which will minimise health and safety hazards. The Contractor must ensure that all of their operatives (and those of any approved Sub-Contractors) are fully trained and conversant with the operation of all machinery and equipment used by the Contractor under this Contract and shall provide evidence to this effect to the Contract Administrator prior to the Commencement Date of the Contract.

**Protection to the public and others (General)**

* 1. When working in scheme or premises, the Contractor shall provide for the efficient protection of the Public, including visitors, Residents, Employer’s Staff and all other persons occupying or using the premises or adjoining premises, including unauthorised persons.
  2. The Contractor shall take all necessary precautions to safeguard the health, safety and welfare of the public with particular attention to the matters detailed below. This is in addition to all common law and statutory obligations and other codes of practice on health and safety matters. The Contractor shall ensure that the Public and others are protected during Works being carried out and in times of non-work operations. This shall include securing the site to prevent unauthorised or in advertent access by the Public or others.

**Safeguarding Access to the Site**

* 1. The Contractor shall take all reasonable and practical precautions to prevent as far as possible the danger to the occupier or the public arising from the entry and exit (including by vehicles) to and from any Scheme. This shall include, for the whole duration of the Works, efficient watching during the ingress and egress of all vehicles and efficient warning of movement of such vehicles to members of the public on the public highway and to persons within the site as necessary and provision of all warning notices.

**Safeguarding Public Access to Parts of the Schemes**

* 1. Those parts of the Schemes which must remain open to occupiers or the public whilst Work is being undertaken shall be provided with proper footways, guard rails and other protective measures to ensure the safety of the occupiers or the public. The Contractor shall also provide and maintain temporary access facilities where necessary. The Contractor shall not block the access of occupiers or the public to estate roads, parking areas of pathways during the progress of the Works. The Contractor shall continuously maintain existing access, or if necessary provide alternative access facilities.
  2. The Contractor shall remove all rubbish, plant, tools and materials from areas used by the public to a central storage point as Work proceeds and specifically at the end of each working day and at completion.

**Fire Hazard/Precautions**

* 1. There will be no smoking on the site. There will be no burning of waste material or debris on site.

**Provision of Warning Notices**

* 1. The Contractor shall implement a system of sign posting to warn occupiers and the public of dangerous operations, plant and chemicals and of freshly applied materials.
  2. All safety signs must conform to the Safety Signs Regulations 1980 which involves the use of pictograms in four distinctive colours and shapes. These include warning signs which incorporate a pictogram in black on a yellow background inside a black bordered triangle.
  3. The Contractor shall also provide the Contract Administrator with all relevant information on any dangerous noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site.
  4. This information shall include details of the substance or process to be used, handled and the precautions and protective measures the Contractor intends to take.
  5. Such information shall be provided at least 14 days before the substance or process is to be used or handled.

**Reporting of Accidents and Dangerous Occurrences**

* 1. The Contractor shall make adequate arrangements for reporting accidents and dangerous occurrences as required by The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR 95) and any amendments, modifications or substitution of/for those Regulations. In addition, accidents and dangerous occurrences must be reported to the Contract Administrator.
  2. In the event that a Health and Safety incident occurs resulting in injury or not then this shall be reported as soon as practically possible by the Contractor to the Council Premises Manager. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

**Safety of Children**

* 1. Take all necessary precautions to prevent injury to children and vulnerable persons by implementation of appropriate measures including for example those as set out as follows:
  2. Discouraging and preventing trespass including erecting adequate temporary barriers where appropriate and ensuring ladders cannot be climbed when not in use.
  3. Taking precautions where barriers are not, or are not likely to be effective or not possible.
  4. Immobilising and making safe all vehicles, plant and equipment.
  5. Stacking materials in a safe manner to prevent their easy displacement.
  6. Preventing access to and safely storing materials and especially hazardous materials.

**The Employer’s Policy**

* 1. Have full regard throughout the performance of the Contract for the safety of all persons who may be affected by the Contract and keep all sites, plant, vehicles and machinery under control in an orderly and safe state and maintain at no cost to the Employer all guards, barriers, warning signs or anything provided in the interests of health, safety and welfare in pursuance of the relevant statutory requirements and where necessary or required by the Contract Administrator or by any competent statutory or other authority for the protection or for the safety and convenience of the public or others.
  2. The Contractor is to include within the Quotation for all costs incurred in complying with all health, safety and welfare regulations required relating to all of their employees (including those employed by any sub-contractors who may have been employed by the Employer) employed during the execution of the Contract, or all persons who may be affected by the Contract.
  3. Provide the Contract Administrator before the commencement of the Contract with a copy of the Contractor’s Health and Safety Policy, together with Codes of Practice, Operational Guidelines, Provisions and Procedures relating to all activities undertaken in connection with the Contract and provide such other information and documents which will require the compliance of the Employer or their representative when visiting the site.
  4. Provide the Contract Administrator with copies of all method statements and risk assessments without which Work will not be allowed to commence.
  5. Maintain at a local office or other locations agreed by the Contract Administrator, copies of all legislation, Codes of Practice, Guidance Notes, Rules, Regulations, Registers, Working Practices, Method Statements, Risk Assessments and Safety Policy relevant to the type of work undertaken, allow employees to use and refer to them and allow Contract Administrator to inspect them at regular intervals.
  6. Nominate a person to be responsible for Health and Safety matters and notify Contract Administrator of the name of that nominated person, together with details of recognised professional health and safety qualifications e.g. Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent and provide details of their relevant experience.
  7. The Contract Administrator shall at no extra cost to the Employer, be empowered by written notice to suspend the progress of the Contract or any part thereof in the event of non compliance by the Contractor of Health and Safety requirements. The Contractor shall not resume performance of the Contract until the Contract Administrator gives written notice that the non compliance has been rectified. Any additional costs the Employer incurs as a result of any such suspension shall be borne by the Contractor.
  8. Provide an experienced Safety Supervisor who shall be available at all times during the execution of the Contract.
  9. The Contractor's Health and Safety Officer/Supervisor will carry out safety checks at regular intervals of the Contractor's operations during the Contract Period.
  10. Provide the Contract Administrator with a copy of the Contractor's Health and Safety Officer's/ Supervisor's report within one week of each check, or at such time as the Contract Administrator may agree, together with comments on the action and timescale proposed for dealing with faults listed.
  11. In the event of any accident to employees on the site, the Contractor shall immediately inform the Contract Administrator and shall supply the Contract Administrator with copies of all reports required, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, within 7 days of the incident.
  12. In respect of any accident to any member of the public that may be attributable to the carrying out of the Works, then the Contractor shall ensure that the accident is immediately reported to the Contract Administrator in order the Employer can comply with the reports required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
  13. Inform the Contract Administrator on becoming aware of any prosecution or pending or likely prosecutions of the Contractor for any offence relating to the Health and Safety of their employees, third parties, or members of the public and any improvement or enforcement notices served on them by the HSE or other relevant parties, including health, safety and welfare, and provide the Contract Administrator with such further information and documents as required.
  14. Take such steps as are necessary to ensure that operatives engaged upon the Contract, and those of Sub-Contractors so engaged are competent to carry out their respective tasks with due regard to the Contractor's obligations under the aforementioned Acts and other instruments, and in the interests of the health and safety of other persons engaged in, and all persons who may be affected by the said activities.
  15. In pursuance of its duties under the Health and Safety at Work Act 1974, an authorised member of the Employer's safety personnel or management team may make discretionary visits to the site in order to assess, audit and monitor Contractor's health, safety and welfare performance.  These inspections will not relieve the Contractor of their responsibility for undertaking their own regular inspections.

**Location of Existing Services**

* 1. The Contractor shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, satellite dishes etc.,) above and below ground, or within the structure of the property during the course of the Works.

**Water for the Works**

* 1. The Contractor shall be responsible for providing clean, fresh water for use on the Works at their own expense.
  2. In the event of the Contractor taking a supply of water from public or communal areas, the Contractor is to arrange with the Contract Administrator for permission to use this supply which will be provided at no extra cost to the Contractor. In the event such a supply ceases to be available the Contractor shall provide clean, fresh water at their own expense.

**Contractor’s Personnel**

* 1. The Employer reserves the right to issue instructions requiring the immediate removal from the project of any supervisor/foreman, chargehand and operatives without being required to state the reasons for requiring such removal and without appeal from the Contractor. The Contractor shall comply with such instructions and if so instructed replacement personnel shall be provided by the Contractor to the approval of the Contract Administrator, all at no extra cost to the Employer.
  2. It is expected of the Contractor that their work force will have received formal trade training and received relevant qualifications appropriate for the work to be undertaken and have experience of undertaking works of a similar nature to that contained in this Contract.

**Removal of Debris/Rubbish Generally.**

* 1. The provision of skips for the removal of debris arising out of the execution of Works together with tipping charges, landfill tax and any other costs incurred, associated with any Works undertaken by the Contractor for the Employer are deemed to be included in the Contractor's Quotation.
  2. The Contractor shall clear away daily to authorised tips all dirt, rubbish and superfluous materials from time to time as they accumulate and keep the Schemes clean and tidy at all times.
  3. The Contractor shall, at the end of each working day and on completion of the specified Works, clear away and remove to authorised tips all rubbish, materials and plant and leave the whole of the premises and site in a clean, tidy and safe condition. On no account will the burning of rubbish, debris etc be allowed.
  4. The Contractor shall keep all roads, streets and footpaths, (whether public or private) free from any damage arising out of or in the course of or by reason of the execution of the Works.
  5. The Contractor shall keep roads, streets and footpaths adjacent to the site of the Works free from mud, dirt, rubbish, obstructions, skips, etc., arising as aforesaid at all times and observe any Bye‑Laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish etc.
  6. The Contractor is to ensure that no ballast, sand, rubbish or cement or the like is discharged into the road gullies.
  7. The Contractor is expressly forbidden to dump any debris or rubbish from any Works on any vacant land or cleared sites other than at authorised tips.
  8. Should the Contractor fail to carry out these requirements to the Contract Administrator's satisfaction, and after 48 hours' notice, the Contract Administrator may execute the Work, and to set off it's value against any sum due or to become due to the Contractor under this Contract. Should the Contractor repeat the default the Contract Administrator may reduce the period of notice to less than 48 hours at their sole discretion. Such a failure by the Contractor will result in the issue of a default notice and/or a warning notice.
  9. It should be noted that it is the Contractor’s sole responsibility for all costs incurred in complying with the aforementioned conditions. Should the Contractor find prior to commencement of the Works excessive rubbish, debris etc requiring removal then the Contractor shall notify the Contract Administrator accordingly and obtain appropriate instructions, the Contract Administrator's decision in this respect shall be absolute and final.
  10. Should the Contractor encounter any materials containing or suspecting to contain asbestos then these are to be reported immediately to the Contract Administrator and if found to contain asbestos, these materials shall be removed by the Employer’s approved contractor.
  11. The Contractor must submit with the Quotation a detailed statement on their proposed methods for removal of rubbish etc., from the works and must provide clear evidence of compliance with current legislation concerning the Transporting and Disposal of Waste.

**Noise Control**

* 1. The attention of the Contractor is drawn to the provisions of the Control of Pollution Act 1974, with reference to the control of noise and the need, particularly where such Works are adjacent to occupied property where a high sensitivity to noise may be anticipated, to ascertain from the Local Authority what requirements or restrictions, if any, shall apply to the Works in this respect. The restrictions may relate to the type of plant used, the methods of working to be adopted, the hours of working permissible and may in addition impose a maximum noise level at the site boundary which must not be exceeded.
  2. The attention of the Contractor is also drawn to the provision of Section 61 of the Control of Pollution Act 1974, with reference to the issue of prior consent and any application under that section should be made to the Local Authority on the appropriate form available from them. The Contractor is to be held responsible for complying with such requirements, restrictions, or consents together with any other stipulations to which their attention may be drawn from time to time by the competent Authorities and is to allow in the Quotation for any costs or expenses arising from such compliance. No instruction issued to the Contractor by the Contract Administrator or their authorised representative shall relieve the Contractor from compliance with the Control of Pollution Act 1974.
  3. The playing of radios, cassette/cd players and the like together with the use of mobile phones and the like for personal use is not permitted on the sites. No personal belongings are to be kept/stored in any storage areas provided by the Employer or at/on any other Employer’s locations. These provisions are to apply to all the Contractor's servants, agents, employees and Sub‑Contractors.

**Environmental Policy**

* 1. The Contractor shall implement a comprehensive Environmental Policy in recognition of its responsibility to contribute to improving the quality of the environment through delivery of services/materials.
  2. The Contractor’s Environmental Policy or statement of intent towards environmental issues shall be compatible with the Employer’s environmental objectives and the Contractor must be able to demonstrate, if required, that they operate in harmony and compliance with the Employer’s objective.

**Substances**

* 1. The Contractor shall comply with all aspects of Control of Substances Hazardous to Health (COSHH) Regulations, with all substances being handled, used and ultimately disposed of in line with manufacturer’s recommendations and COSHH Regulations.
  2. COSHH Assessments and Material Safety Data Sheets for all substances used on Council premises will be made available to the Client on request, either in electronic or paper format.
  3. In addition, Operatives will as part of delivery of the services, be required to work with substances that at variable temperatures may become hazardous and as such due precautions shall be taken.
  4. In the event of spillages, cleaning and disposal of substances is to be in line with the manufacturers’ recommendations and the procedure outlined in COSHH assessment
  5. In addition the Employer endorses the concern over the damage that is caused to the Environment through pollution and requires the successful Contractor to take all reasonable measures to control the damage to the Environment resulting from C.F.C.'s disposal of waste and other such issues and should comply in all respects to the current and any future amendments to the Control of Substances that are Hazardous to Health Regulations 2002 (C.O.S.H.H.).

**Working at Heights**

* 1. All operations are to be carried out in a manner that wherever possible avoids the need for the operative to gain access to areas via means of steps, platforms or other temporary vertical staging. In the case where access is required by means of steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out.

**Trips, slips and falls**

* 1. The prevention of trips, slips and falls will be a key priority as part of the Services being performed, especially considering the Services being carried out in both operational and public settings. When undertaking the Services, suitable warning signage shall be prominently displayed at approach points to the Services being carried out, along with suitable signage / protection being in place around wet surfaces and leads / cables to appliances that can cause hazards to others in the area.
  2. To remain effective and ensure premises users do not become complacent, hazard warning signs must be removed as soon as practicable after the hazard is eliminated – for example, a wet floor hazard warning once the floor is dry. Hazard signs left for an unreasonable amount of time after the hazard is eliminated will be removed by Corporate Health and Safety to be held until claimed for.

**Electrical Equipment**

* 1. All electrical equipment used shall have suitable safety checks (including Portable Appliance Testing – PAT where they apply) and certification and used in compliance with manufacturer’s instructions.

**Personnel Protective Equipment (PPE)**

* 1. The Contractor will ensure that the Contractor’s Employees are provided with, and use, required PPE when undertaking their duties as identified in the COSHH assessment and in line with Construction related activities.

**Risk Assessment**

* 1. Premises Managers are required to provide Contractors with details of respective premises hazards to inform Contractors’ risk assessment for contractors’ employees.
  2. Emergency evacuation arrangements and procedures for Contractors on Council premises will be established by meeting with the respective Council Premises Managers
  3. Welfare arrangements for contractors on Council premises will be established by meeting with the respective Council Premises Managers (for example, use of lavatories, access to drinking water etc.)

**Training:**

* 1. New and existing Operatives shall be suitable trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

**COVID Secure Site Practice**

* 1. The supplier shall ensure that works are carried out in line with current guidance and regulations in respect of COVID-19.

[**https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/construction-and-other-outdoor-work**](https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/construction-and-other-outdoor-work)

[**https://www.gov.uk/work/health-safety-at-work**](https://www.gov.uk/work/health-safety-at-work)

# Specification

* 1. See attached.

## Price Schedule

Applicants are required to complete the Schedule 1 - Pricing Schedule accompanying this Quotation. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT.

If there is no charge for an item, please state none.

## Certificates and Declarations

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| **CONDITIONS OF TENDER** | |
| **Reference number and Title of Contract:** Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant’s Offer | |
| 1. | By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment.  I/We fully accept the terms and conditions of contract for the provision of goods/works/services |
| 2. | Having examined the tender documents for the provision of the above goods/works/services, we offer to provide the said goods/works/services in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 5 of this Bid. |
| 3. | The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately. |
| 4. | I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications *(if any)*, as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract. |

**Pricing Schedule Declaration**

I / We offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

**Certificate of Undertaking and Absence of Collusion or Canvassing**

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| **CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING** |
| The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply. |
| Box A – Consortium  I/We the undersigned do hereby certify that:-   1. the consortium’s tender is bona fide and intended to be competitive; 2. the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made; 3. the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender; 4. the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract. 5. the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act. 6. I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender. |
| Box B – Single Body and/or Individual  I/We the undersigned do hereby certify that:-   1. My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person; 2. I/we have not indicated to any person other than the person calling for the Tender 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 or other quotations necessarily required for the preparation of the Tender; 3. I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted; 4. I/we have not offered 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 nature specified and described above. 5. I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act. 6. I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender. |

**Certificate of Confidentiality**

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| **CERTIFICATE OF CONFIDENTIALITY** |
| I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.  It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise. |

**Commercially Sensitive Information**

The Authority may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid. I declare that I wish the following information to be designated as Commercially Sensitive.

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The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

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**Conflict of Interest**

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| **CERTIFICATE OF CONFLICT OF INTEREST** |
| I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest): |
| I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators. |

**Signatures**

|  |  |
| --- | --- |
| Signed\*: | Date: |
| Name *(in block capitals)*: | |
| In the capacity of: *(State official position, i.e. Director, Manager, etc.)* | |
| *\*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).* | |