** Arlingclose Ltd:**

**Independent treasury management & leasing services**

**Maidstone Borough Council**

**Invitation To Tender for Lease Financing of Vehicles**

**January 2017**

***Submission by [Please type your company name here]***

 **Contents**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | Form of tender |  |
|  | Background |  |
|  | Instructions to tenderers |  |
|  | Conditions of tender |  |
|  | Award criteria |  |
|  | Specification |  |
|  | Company Information |  |
|  | Eligibility |  |
|  | Health & Safety |  |
|  | Environmental Policy |  |
|  | Equal Opportunities |  |
|  | Additional contract information |  |
|  |  |  |
|  | **Appendices**  |  |
|  | Certificate As To Non-Canvassing To Any Authority Organisation |  |
|  | Certificate As To Collusive Offer To Any Authority Organisation |  |
|  | Tenderers Returned Document Checklist |  |
|  |  |  |

**FORM OF TENDER**

**To:**

**Invitation To Tenders (ITT) Documents must be returned by 12pm 3rd February 2017**

I/We the undersigned offer to provide the services described within this tender document.

I/We agree that this ITT document is submitted on the basis that the offer shall remain open without variation for a period of 90 days from the closing date for receipt of tenders and that if accepted by the Authority within that period shall be on the offer as set out above.

I/We confirm that this is a bona fide tender intended to be competitive.

I/We undertake, if so required, to execute a Contract consisting of the Contract Documents in a Form of Agreement prepared by the Authorised Officer.

I/We understand that the Authority is not bound to accept any tender.

I/We understand that the Authority accepts no liability as to the actual amount of work included within this contract.

Signature:……………………………………………………………………………

On behalf of:………………………………………………………………………

Date:……………………………………………………………………………………

Tel No:…………………………………………………………………………………

Name of Tenderer:………………………………………………………………

Registered Address:………………………………………………………………

**1.0 Background**

**1.1 Introduction**

1.1.1 Maidstone Borough Council (the "Authority") is seeking the appointment of a Lessor(s) to fund the acquisition of vehicles, already purchased by the Council, split into lots but costing £147,684.00 in total, either by way of an Operating Lease(s) or Finance Lease(s).

1.1.2 You are invited to submit your proposal to be appointed as Lessor in accordance with the terms of this Invitation To Tender (ITT). Tenderers should ensure that they quote the optimal commercial terms and provide full detail relating to the ITT requirements.

* + 1. Further details of the appointment are set out in section 1.2 below.
		2. Applicants are requested to confirm their interest in the appointment by emailing Greg Readings greadings@arlingclose.com and to demonstrate that they have the technical, financial and economic resources to meet the requirements of the Authority by completing this ITT document. Tenderers should follow the instructions for completion and submission of tenders in sections 2.1 and 2.2 below.
		3. The questionnaire has been designed to provide further information to applicants about the tender, to enable applicants to demonstrate their technical, financial and economic resources and also to give the Authority all the information it requires in order to carry out a fair tender process. Details regarding the procedure for the award of the Contract are set out in section 2.3.
		4. The procurement process for the award of the appointment is being conducted in accordance with the Public Contracts Regulations 2015.
		5. The Authority reserves the right not to proceed with the procurement process at any time during the process, which shall include the right not to award the contract and does not bind itself to accept the lowest tender, or any tender received, and reserves the right to award the contract in parts, or to call for new tenders should it consider this necessary.
		6. The information disclosed in this form will be used in the selection of tenderers. However, any invitation to participate based on this questionnaire does not imply any acceptance by the Authority as to an applicant’s financial stability, technical competence or ability in any way to carry out the service or supply of goods. The Authority reserves the right to return to these matters as part of the formal evaluation process, and to request further information if required.

**1.2 Outline of Requirements**

1.2.1 The Council is seeking bids for Finance or Operating Leasing for the acquisition of vehicle assets costing £117,797.58 (5 years – lot 1) and £29,886.42 (2 years – lot 2), a total of £147,684.00. The Council is looking for bids of 5 and 2 year primary lease periods as indicated above. The Council will consider either lease classification for accounting purposes with a drawdown sometime in February 2017.

**2.0 Instructions to tenderers**

**2.1 Completion of Tender**

2.1.1 All tenderers must ensure that they comply with the following instructions when responding to the ITT. The Authority reserves the right to reject tenders that do not comply with the instructions set out in this section 2 or which are incomplete.

2.1.2 Please read the whole ITT document before completing individual sections with your response. This will ensure that your response is entered at the appropriate point in the document and will assist with the evaluation process.

2.1.3 Your response must use this document as a template, entering your responses to questions in the spaces provided. Please expand the text box if it is smaller than you require.

2.1.4 All elements of this tender must be fully completed. If an element does not apply to a tenderer, then it must be clearly marked “Not applicable” or “N/A”.

2.1.5 Non-UK based organisations may where appropriate answer the questions in the ITT using their country’s equivalents to any of the terms, standards etc referred to unless specifically stated in the question.

2.1.6 Tenderers may supply supporting information that is relevant to their bid. All supporting information must be clearly cross-referenced to the relevant section of the ITT and their response entered therein.

2.1.7 Tenderers should provide a full statement of any relevant underlying assumptions in support of the bid. The Authority may require tenderers to provide a more detailed breakdown of the individual elements comprising the bid price or underlying assumptions at the clarification stage.

2.1.8 Please ensure that you sign and complete the following forms:

* Appendix 1: Certificate as to Non Canvassing
* Appendix 2: Certificate as to Collusive Tendering
* Appendix 3: Tenderer's returned document checklist – this checklist has been prepared to assist you in making sure that you send all the relevant documents with your completed tender.

**2.2 Submission of Tenders**

2.2.1 Tenderers must submit one complete **electronic copy**. Failure to return all sections and schedules or failure to complete and sign all relevant sections may result in your tender being rejected.

2.2.2 All tenders **must** be clearly sent with the email subject **“Tender – Maidstone Council - Leasing of Vehicles, 12pm, 03/02/2017”** and sent to:

 Greg Readings

 greadings@arlingclose.com

 AND

 Stephen Kelly

 skelly@arlingclose.com

TENDERS MUST BE EMAILED TO BOTH OF THE ABOVE ADDRESSES.

Tenders should arrive to the email addresses above no later than **12pm, 3rd February 2017**. It is the tenderer’s responsibility to ensure the tender arrives before the closing date and time. Any late bids may, at the discretion of the Authority, be rejected.

2.2.3 The Authority will not accept tenders by post.

* + 1. **Please provide the tender in PDF format to avoid the possibility of your response being accidentally or otherwise amended after submission.**
		2. The Authority may at its own absolute discretion extend the closing date and the time specified in section 2.2.2 above.
		3. Any extension granted under paragraph 2.2.5 shall apply to all tenderers.

**2.3 Procurement Process**

2.3.1 The Authority is following the restricted route under the Public Contracts Regulations 2015 for the award of the Contract. An indicative timetable for the process is set out in the table below:

|  |  |
| --- | --- |
| **Stage** | **Date** |
| Deadline for submission of tenderers' clarification questions | 2nd February 2017 |
| Deadline for submission of ITT | 12pm, 3rd February 2017 |
| Decision to award Contract  | February 2016 |

**2.4 Clarifications during the Tender Preparation period**

2.4.1 If Candidates require clarification of any issues raised by this Invitation to Tender or have requests for further information, they should submit requests to the authorised contact for this tender, Greg Readings, whose contact details are as follows:

Greg Readings

e-mail: greadings@arlingclose.com

Arlingclose Limited

60 Moorgate

London

EC2R 6EL

2.4.2 Requests must be submitted as an e-mail. Any un-solicited attempts to contact the Authority by phone or in person may result in your tender not being considered.

2.4.3 All requests for clarification must be received by 5.00pm on 2nd February 2017. No response will be provided to questions received after this date.

2.4.4 The Authority reserves the right to circulate a copy of any question and its response to all tenderers but will not disclose the identity of the tenderer who asked the question. However if the tenderer considers its request to be of a particularly confidential or commercially sensitive nature, it must clearly mark any clarification requests as such and give an explanation as to why the tenderer considers the request or the response to be of a confidential or commercially sensitive nature. If the Authority agrees that the request or response is likely to be of a confidential or commercially sensitive nature it shall notify the tenderer whether or not it intends to circulate a copy of such request for clarification and its response to all tenderers. If this is unacceptable to the tenderer, the Authority shall decline to respond to the clarification request.

2.4.5 No approach of any kind should be made to any other persons in connection with the tender and the Authority may use its discretion to disqualify tenderers who breach this provision.

**2.5 Verification of Tenders (Post-Tender)**

2.5.1 Tenderers may be requested to furnish additional information following submission of their tender to enable the Authority to further assess the tenderers ITT.

**2.7 Evaluation and Acceptance of Tender**

2.7.1 The object of this procurement is to achieve the most economically advantageous solution that will satisfy the Authority’s requirements.

2.7.2 The Authority does not bind itself to accept the lowest cost offer but is looking for the most economically advantageous proposal based on the criteria stated in the specification.

2.7.3 Tenders will only be accepted by issue of a letter of acceptance by the Authority.

**2.8 Award of Contract**

2.8.1 The Authority shall notify all unsuccessful tenderers of the decision to award the Contract and shall apply the mandatory 10 day standstill period before signing the Contract with the successful tenderer.

**3.0 Conditions of tender**

**3.1** **Terms and conditions**

3.1.1 Each Tender received by the Authority shall be deemed to be subject to these terms and conditions unless the Authority shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions offered by or on behalf of a tenderer shall, if inconsistent with these terms and conditions, be deemed to have been rejected by the Authority unless expressly accepted by the Authority in writing.

**3.2 Preparation of tender**

3.2.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of the tender.

3.2.2 Tenderers will be deemed for all purposes connected with their proposals to have satisfied themselves fully as to the nature, extent and character of the services sought and all other matters on which their proposal is dependent.

3.2.3 Tenderers selected to submit a tender should not assume that their selection implies any recognition or acceptance of their suitability to undertake the contract.

3.2.4 The Authority shall not be liable for any costs or expenses incurred in connection with the completion and return of this ITT.

**3.3 Changes to and errors in tender**

3.3.1 The Authority reserves the right to issue amendments to its requirements at any time up to 5 working days prior to the deadline for the return of tenders.

3.3.2 The identity or ownership (direct or indirect) of the tenderer may be changed only with the prior consent of the Authority.

3.3.4 Tenderers are advised that if the Authority suspects that there has been an error in the price calculation in a tender it reserves the right to seek clarification as it considers necessary from the tenderer.

**3.4 Confidentiality and Freedom of Information**

3.4.1 The ITT documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the ITT document other than to those who have a legitimate need to know and whom they need to consult for the purposes of preparing the offer.

3.4.2 All documentation supplied by the Authority shall remain its property and confidential to it. Tenderers may not without the Authority's written consent at any time use for their own purposes or disclose to any other person (except as may be required by law) any information or material which the Authority may make available of which shall remain confidential to the Authority.

3.4.3 The Authority is a public authority for the purposes of the Freedom of Information Act (the "Act") and may be required to disclose certain information provided to it by tenderers in accordance with the Act.

3.4.4 The Authority shall use its reasonable endeavours to consult with a tenderer following a request under the Act which would involve the disclosure of information from that applicant. However the decision of the Authority in dealing with a request is final.

3.4.5 All documents provided by unsuccessful tenderers will be retained by the Authority for a period of 12 months following the commencement of any resultant contract for audit purposes.

**3.5 Non Canvassing Certificate**

3.5.1 The Authority will regard direct or indirect canvassing of any member or official of the Authority concerning the award of the tender, or direct or indirect obtaining or attempts to obtain information from any such member or official concerning any other tender or proposed tender of services, as grounds justifying immediate rejection of your tender without further reference to you, or for immediate termination of your contract if you have been a successful tenderer.

3.5.2 You must complete the Non Canvassing Certificate enclosed with this Invitation To Tender, Appendix 1. If you do not do so, the Authority reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to bind yourself to the Non Canvassing Tendering Certificate as though you had completed it.

**3.6 Collusive Tendering Certificate**

3.6.1 Any tenderer who:

(a) fixes or adjusts the prices, charges or rates shown in its tender by or in accordance with any agreement or arrangement with any other person;

(b) communicates to any party other than the Authority the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security), or

(c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a tender or shall limit or restrict the prices, charges or rates to be shown by any other tenderer in its tender, or

(d) enters into any agreement or arrangement with any other party as to the amount of any tender submitted, or

(e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender

(f) shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a may attract) be disqualified from the tender process.

3.6.2 You must complete the Collusive Tendering Certificate enclosed with this Invitation To Tender, Appendix 2. If you do not do so, the Authority reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to bind yourself to the Collusive Tendering Certificate as though you had completed it. You should also note that the Authority will regard the lodging of a false Collusive Tendering Certificate as grounds justifying immediate rejection of your tender without further reference to you, or for immediate termination of your contract if you have been a successful tenderer.

**3.7 Prevention of Corruption**

3.7.1 The Authority shall be entitled to cancel the contract and recover from the tenderer the amount of any resulting losses if the tenderer or his employees or agents with or without his knowledge:

1. Does anything improper to influence the Authority to give him/her the contract.

b) Commits an offence under the Prevention of Corruption Acts 1889-1916 or Section 117(2) of the Local Government Act, 1972.

**3.8 Representations**

3.8.1 Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information or for any loss or damage of any kind or howsoever caused arising from the use by the tenderer of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in this ITT or with respect to any written or oral information made or to be made available to any tenderer or its professional advisers. Tenderers must satisfy themselves as to the accuracy of such information.

**3.9 Misrepresentation by Tenderers**

3.9.1 Any misrepresentation or fraudulent statement by the tenderer shall permit the Authority immediately to reject the tender or to nullify the award of the Contract, and the tenderer shall reimburse the Authority for any costs incurred by the Authority in respect of the assessment of that tender or award of the Contract.

**3.10 Rejection of Form of Tender**

3.10.1 Any tender submitted by any tenderer in respect of which the tenderer:

1. fails to tender to supply all of the services; or
2. has entered into any conduct prohibited by [canvassing]; or
3. has entered into any conduct prohibited by [collusive behaviour]; or
4. in connection with its tender or the award of the contract commits an offence under the Public Bodies Corrupt Practices Act 1887, Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
5. fails to use the English language

 shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority in respect thereof or to any criminal liability which such conduct by a tenderer may attract.

**3.11 Acceptance and award of Contract**

3.11.1 The Authority reserves the right not to proceed with the procurement at any time during the process, which shall include the right not to award the contract.

3.11.2 The tender shall remain open for acceptance for a period of 90 days from the closing date for the receipt of tender submissions.

**4.0 Award Criteria**

4.1 The basis for the award of the Contract will be the most economically advantageous tender to the Authority.

4.2 There will be a pass or fail assessment of the response to the core requirements section.

**5.0 Specification**

**5.1 Introduction**

5.1.1 This section sets out the tender/bid specification and provides boxes for your reply. As well as completing the boxes below Bidders may also use the asset schedule spreadsheet provided to include pricing and residual values. Please distinguish the lots you are bidding for.

**5.2 Equipment**

5.2.1 Vehicles per Asset Schedule provided.

**5.3 Type of Lease**

5.3.1 (a) Operating Lease OR

(b) Finance Lease

It should be noted that the Council will consider either classification of lease for accounting purposes. Please confirm which type of lease you believe your bid(s) to be. It is acceptable to submit bids of both lease type for the Council to consider.

|  |
| --- |
|  |

**5.4 Asset Cost / Gross Funding requirement**

5.4.1 Lot 1) 5yrs Vehicles - £117,797.58 +VAT

Lot 2) 2yrs Vehicles - £29,886.42 +VAT

5.4.2 **Credit and Risk Approval**

 Please confirm whether credit has been approved (to include internal and external credit and risk approval) for funding and any residual value investment. If no, please confirm the bid is ‘subject to internal / external credit and risk approval’. If no, and if awarded the contract, please confirm how long credit approval will take and any conditions precedent to include approval of the Arlingclose standard master lease terms and conditions.

|  |
| --- |
|  |

**5.5 Drawdown Date**

5.5.1 February 2017

**5.6 Primary Period**

5.6.1 Lot 1) Inveco/Vauxhall/Mitzubishi – 5 years

 Lot 2) Fiat – 2 years

**5.7 Primary Period Rentals and payments by Invoice [not direct debit]**

5.7.1 Annually in advance, by asset type commencing on the drawdown date. Please also confirm acceptance of rentals payable via invoice.

|  |
| --- |
| Rental per £1000/costLot 1:Lot 2:Rentals payable via invoice: YES/NO |

**5.8 Interest Basis**

5.8.1 Fixed rate: Please specify actual rental per £1000 / cost and how any pre -inception variations may apply. Confirm the implicit lease rate and the present value of the minimum lease payments.

|  |
| --- |
|  |

**5.9 Sales agency / Secondary Rentals / Sale Proceeds**

5.9.1 When responding to the tender on the basis of a Finance Lease, Lessors should confirm a sales agency will be granted to the Council and indicate clearly any variance required from a refund of Sales Proceeds at 99%, together with a secondary period rental of 0.5% of the equipment cost annually in advance. Please also confirm how both options will be administered and applied where quote assumes Finance Lease with Residual Value.

|  |
| --- |
|  |

**5.10 Residual Value Investment**

5.10.1 Please confirm the identity of the residual risk investor [Lessor, Bank, third party.]

Lessors are requested to disclose the residual value investment (if any) taken by Asset / Vehicle type.

Please outline strategic approach to end of lease management, asset management, return of assets, extension rentals pricing, lease buyouts and any software options and support.

|  |
| --- |
|  |

**5.11 Residual Investment – Master Lease Agreement [MLA]**

5.11.1 Lessors are requested to specify the residual investment to be stated in the MLA contract.

|  |
| --- |
|  |

**5.12 Indicative Extension Rentals**

5.12.1 Lessors are requested to quote indicative 1 and 2 Year extension rentals per £1000 of cost and residual value at end of year 1 and 2 extension term.

|  |
| --- |
|  |

**5.13 Excess Mileage charges**

5.13.1 Where appropriate please confirm excess mileage rates for each vehicle type and note any pooling arrangements.

|  |
| --- |
|  |

**5.14 Head Leasing/Assignment**

5.14.1 If you intend to enter into a head lease transaction and or assign/sell the lease receivables to fund this lease please disclose details of all third party investors.

|  |
| --- |
|  |

**5.15 Lessor Tax Assumptions**

5.15.1 1) Balance of Capital Allowances: Non Accelerated or Accelerated?

2) Lessor entitled to Capital Allowances?

|  |
| --- |
|  |

**5.16 Invoices**

5.16.1 Copy Supplier invoices can be provided separately if asset schedule does not suffice.

**5.17 Voluntary Terminations**

5.17.1 The Council requires the inclusion of a Voluntary Termination clause with the termination rental calculated to maintain the Lessor’s net after tax rate of return.

|  |
| --- |
|  |

**5.18 Documentation**

5.18.1 A copy of the Arlingclose standard master lease [MLA] documentation is available on request. This documentation will replace any existing documentation that is currently in place with respective Lessors. Please indicate clearly any proposed alterations and additions that may be required.

|  |
| --- |
|  |

**5.19 Return Conditions**

5.19.1 Terms offered by Lessors should be on the basis of the Return Conditions set out in the attached lease documentation. Lessors’ attention is drawn to the Council’s requirement for a ‘pooling arrangement’ in the event of excess mileages for any leased vehicles. Please confirm any proposed variations to return conditions. Please also note that confirmed return conditions for IT assets under 5.20 below (submitted as part of this bid) will form part of the Master Lease contract.

|  |
| --- |
|  |

**5.20 End of Lease – Return Conditions for IT Assets**

5.20.1 Please confirm and detail all return charges, tariffs for materials worn and damaged (MWD) charges to include acceptance and flexibility with partial returns. Please specify if NO partial returns are permitted. Data Wipe charges must be specified including cost of shredding HDD’s if required. Please confirm full MWD policy and procedures; how any charges may be incurred when using external collection agents and when the responsibility for damages in transit are transferred from the Council to the Lessor.

|  |
| --- |
|  |

5.20.2 The Council may wish to ‘buyout’ the lease at any time on or after the expiry of the initial term. Please confirm your policy and procedures for lease buyouts and third party purchases. (Important: if awarded the contract a condition of award will be confirmation and commitment to this policy for the duration of the lease. If this is not acceptable, please state why).

|  |
| --- |
|  |

**5.21 Passage of Title**

5.21.1 Title in the Equipment will pass via a Sale and Leaseback Agreement.

**6.0 Company Information**

**6.1 Introduction**

6.1.1 This section asks for further information about your company.

**6.2 Contact Details**

6.2.1 Please provide the following information:

* Name of Organisation
* Address
* Name of contact person
* Main and direct telephone numbers
* Main and direct fax numbers
* Email
* Organisation Website address.

|  |
| --- |
|  |

**6.3 Tenderer’s Background**

6.3.1 Please supply us with a brief history of your organisation and ownership structure, with emphasis on any changes in ownership that have taken place within the last ten years.

|  |
| --- |
|  |

6.3.2 Please provide details of the ultimate parent of your group. Please state whether this company is listed or if privately owned please provide details of the major shareholders.

|  |
| --- |
|  |

6.3.3 Please attach an organisation chart.

|  |
| --- |
|  |

6.3.4 Please list your principal operating locations globally and from which location our relationship would be administered?

|  |
| --- |
|  |

6.3.5 What proportion of the group’s revenue and profit is derived from its leasing finance operations?

|  |
| --- |
|  |

6.3.6 Please provide proof of relevant registrations and membership of regulatory bodies. Applicants must be registered with the UK Financial Services Authority or an equivalent EU regulator.

|  |
| --- |
|  |

6.3.7 Please supply a copy of the most recent Report and Accounts for the proposed contracting entity and your parents most recent Report and Accounts

|  |
| --- |
|  |

**6.4 Experience**

6.4.1 Please cover your experience in providing leasing finance services including when you won your first leasing finance mandate.

|  |
| --- |
|  |

6.4.2 Please provide the number of leasing finance clients and total value of leases.

|  |
| --- |
|  |

6.4.3 Please provide the number of UK local authority leasing clients and total value of leases.

|  |
| --- |
|  |

**6.5 Staff**

6.5.1 Please provide details and experience of who would be the overall relationship manager. Where is this person based? How many other clients would this individual be responsible for?

|  |
| --- |
|  |

6.5.2 Would the Council have a named account administrator? What cover would be provided in the event that this individual was unavailable? How many other clients would this individual be responsible for?

|  |
| --- |
|  |

**7.0 Eligibility**

An applicant can be excluded from this procurement process if it is guilty of serious misrepresentation in supplying or failing to supply the information required by the Council under the European procurement regulations or if its responses to any of the questions in this section are answered in the positive.

Have any of your current directors or has or is your organisation **currently:**

7.1 In a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or subject to Relevant proceedings?

YES /NO

7.2 Been convicted of a criminal offence related to business or professional conduct?

YES/NO

7.3 Been found guilty of an act of grave misconduct in the course of business?

YES/NO

7.4 Failed to fulfil their obligations relating to the payments of social security contributions or the payment of taxes?

YES/NO

7.5 Been found guilty of:

* conspiracy to commit a criminal offence;
* corruption;
* bribery;
* fraud or theft;
* conspiracy to defraud;
* fraudulent trading; or
* money laundering.

YES/NO

If necessary the Authority may return to you for further information regarding the above.

7.6 If the answer to any of the questions in sections 9.1 to 9.5 above YES, please provide details below:

|  |
| --- |
|  |

#

**8.0 Health and Safety**

8.1 Do you have a company Health & Safety Policy which includes statement, organisation for carrying out the policy - i.e. division of duties, delegation of responsibilities, structure chart etc and the arrangements for carrying out the policy.

YES/NO

 Please return a copy of your Safety Policy.

 **Note**: The Authority requires all prospective suppliers /contractors to provide a written health & safety statement and policy. Failure to submit a policy is likely to result in rejection of your bid.

8.2 Please provide a blank copy of your accident report form.

Enclosed YES/NO

8.3 Have you appointed a competent person to advise your company on Health & Safety issues? (This person may be internal or an external advisor)

YES/NO

 Name:

 Address:

 Qualification:

8.4 Enforcement Actions

 If you have had any improvement, prohibition notices or prosecutions served on your company in the last 3 years by the HSE, Local Authority or Fire Authority please give details. If none please answer NO.

YES / NO

8.5 Please provide figures for all ACCIDENTS/INCIDENTS and INJURIES for the last three years.

 (Include persons not in your employment, but were injured as a result of your work activities)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Yeare.g. 2006 | FatalAccidents | RIDDORReportable | RIDDORReportableDangerousOccurrences | Non RIDDORReportableIll health | Non RIDDOR Reportable Injuries (i.e. minor) |
| Injuries and WorkRelated Ill Health |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

8.6 ACCIDENTS, INCIDENTS, and the appropriate CORRECTIVE ACTION taken over the last 3 years.

 State examples of the Corrective Actions taken to address any accident/incident issues. (Use a separate sheet as necessary).

Enclosed YES/NO

8.7 Are you a member of a Health and Safety organisation e.g. RoSPA, BSC? (If yes please provide details.)

YES/NO

|  |
| --- |
|  |

8.8 Health & Safety Training

 (Note: This is an important question to allow assessment of H&S competence and awareness. Use a separate sheet if the details cannot be listed below.)

 Please provide a summary of:

* How training needs are identified for employees e.g. your training matrix.
* Details of the content of any induction training given to new employees.
* Job specific training given to employees (3 examples)
* What arrangements your company have in place to ensure that employees are aware of their health and safety obligations
* Describe your arrangements for the training of staff with supervisory responsibilities

|  |
| --- |
|  |

8.9 First Aid Training

 Do you encourage all employees to attend a basic First Aid at work training session?

YES/NO

8.10 Risk Assessments

How does your organisation make Risk Assessment’s and when are they reviewed?

|  |
| --- |
|  |

8.11 How do you monitor and review your sites for good safety practice?

|  |
| --- |
|  |

8.12 What records of equipment inspections, tests and maintenance do you keep for portable electric equipment?

|  |
| --- |
|  |

8.13 Do you give an undertaking, if requested, to provide the Council with a copy of your Company’s Health and Safety Manual containing safe systems of work?

YES/NO

**9.0 Environmental Policy**

The Authority is encouraging Contractors to review their operations to ensure they have minimal negative impact on the environment, in local, national and global terms.

9.1 Please provide a copy of your organisation's environmental policy or a statement of steps your organisation has taken to implement environmental initiatives?

|  |
| --- |
|  |

**10.0 Equal Opportunities**

10.1 Is it your policy as an employer to comply with your statutory obligations under the following legislation?

|  |  |  |
| --- | --- | --- |
| * The Race Relations Act 1976 (Statutory Duties) Order 2000
 | Yes [ ] | No [ ] |
| * Race Relations (Amendment) Act 2000
 | Yes [ ] | No [ ] |
| * The Sex Discrimination Act 1975 and amended 1986
 | Yes [ ] | No [ ] |
| * The Sex Discrimination (Indirect Discrimination and Burden of Proof) Regulations 2001 and amended 2005
 | Yes [ ] | No [ ] |
| * Employment Equality (Sexual Orientation) Regulations 2003
 | Yes [ ] | No [ ] |
| * Equal Pay Act 1970
 | Yes [ ] | No [ ] |
| * Disability Discrimination Act 1995 and amended 2005
 | Yes [ ] | No [ ] |
| * Human Rights Act 1998
 | Yes [ ] | No [ ] |
| * Employment Equality (Age) Regulations 2006
 | Yes [ ] | No [ ] |
| * The Employment Equality (Religion and Belief) Regulations 2003
 | Yes [ ] | No [ ] |

 Please enclose copies of your company policies relating to Equalities and Diversity

10.2 Accordingly, is it your practice not to treat one person less favourably than another because of colour, race, nationality, ethnic origin, sex, age, religious and political beliefs, in relation to decisions to recruit, train or promote employees?

YES/NO

10.3 In the last 3 years, have any findings of unlawful discrimination been made against you by a Court of Industrial Tribunal? If YES, give details.

YES/NO

|  |
| --- |
|  |

10.4 In the last 3 years, have you been subject to any formal investigation by the Commission for Racial Equality on the grounds of alleged unlawful discrimination? If YES, give details.

YES/NO

|  |
| --- |
|  |

10.5 Do you undertake to provide information and access to such documents as the Council may require to enable it to satisfy itself that your company complies and will continue to comply with all current legislation in respect of Equalities and Diversity?

YES/NO

10.6 Please outline what documents you will make available and how often these documents are updated.

|  |
| --- |
|  |

10.7 Please give details of any incidents that have been reported in the last three years by a member of your company with regards to bullying, harassment or un-fair treatment. Also outline how these incidents were resolved.

|  |
| --- |
|  |

**Supplementary Question**

Your answer to the following question will not affect your chances of being approved; the Council is asking for this information solely to help it deliver its equal opportunities policy. The Council will use the information in your replies for statistical purposes only, and will not disclose it otherwise without your consent.

The Commission for Racial Equality defines an ethnic minority business as ‘a business 51% or more of which is owned by members of one or more ethnic minority groups, or, if there are few owners, where at least 50% of the owners are members of one or more ethnic minority groups’.

For this purpose, ethnic minority means ethnic groups other than ‘White British’. For example (this is not an exhaustive list) Black or Black British, Mixed, Asian or Asian British, Chinese or other Ethnic Group.

|  |
| --- |
| **Is your enterprise an ethnic minority business according to the above definition? (Please tick the relevant box).** |
| Yes |  |
| No |  |
| Not known – publicly quoted company |  |
| Not prepared to divulge |  |
| **Is your enterprise woman owned? (‘A business 51% or more of which is owned by women, or, if there are few owners, where at least 50% of the owners are women’)** |
| Yes |  |
| No |  |
| Not known – publicly quoted company |  |
| Not prepared to divulge |  |
| **Is your enterprise youth owned (a young person is defined as a person aged between 18-30)? (‘A business 51% or more of which is owned by young people or, if there are few owners, where at least 50% of the owners are young people’)** |
| Yes |  |
| No |  |
| Not known – publicly quoted company |  |
| Not prepared to divulge |  |
| **Is your enterprise or a disability enterprise? (‘A business 51% or more of which is owned by disabled people, or, if there are few owners, where at least 50% of the owners are disabled people’)** |
| Yes |  |
| No |  |
| Not known – publicly quoted company |  |
| Not prepared to divulge |  |

**11.0 Additional Contract Information**

Tenderers should note that these questions do not form part of the evaluation criteria and tenderers will not be scored on their responses. This information is requested for information purposes only.

**11.1 Payment**

11.1.1 The Finance Department will normally make payment for the Council by BACs within 30 days of receipt of an invoice unless there is an advantage in earlier payment.

Please state payment terms.

|  |
| --- |
|  |

**11.2 Use of Sub Contractors**

11.2.1 Please advise whether it is intended to sub-contract any part of the contract? If so, provide the name(s) of the sub-contractor(s) and what aspect of the contract it is intended they perform (there is no need to refer to any sub-contracting arrangements already referred to in other answers within the ITT).

|  |
| --- |
|  |

**11.3 Qualification of Offer**

11.3.1 All Qualifications to the offer made in the tender document must be entered here

|  |
| --- |
|  |

**APPENDIX 1 - CERTIFICATE AS TO NON CANVASSINGTO ANY AUTHORITY ORGANISATION**

I/We hereby certify that I/we have not canvassed any member, officer, employee, agent, contractor or advisor of the Authority in connection with the award of the contract and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We hereby undertake that I/we will not in the future canvass or solicit any member, officer, employee, agent, contractor or advisor of the Authority in connection with the award of the contract and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We further hereby undertake that I/we have not and will not seek to recruit any Authority employee who has during the year prior to the date of this tender bid been employed on matters relating to the Contract and that no person employed by me/us or acting on my/our behalf will do any such act***.***

**1.** Signed:..........................................................................................................

Name (printed):..............................................................................................

Position:.....................................................................................................…

On behalf of:.................................................................................................

Date:............................................................................................................

**2.** Signed:..........................................................................................................

Name (printed): ..............................................................................................

Position:.....................................................................................................…

On behalf of:.................................................................................................

Date:.............................................................................................................

**Two signatures must be provided.**

**APPENDIX 2 - CERTIFICATE AS TO COLLUSIVE OFFER TO ANY AUTHORITY ORGANISATION**

The essence of the public procurement process is that the Authority shall receive bona fide competitive offers from all tenderers. In recognition of this principle I/We certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed offer (other than in confidence in order to obtain quotations necessary for the preparation of the offer or for insurance);

b) enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any offer to be submitted; or

c) offer or agree to pay or give or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other offer or the proposed offer.

In this Certificate:

* The word "person" includes any person, body or association, corporate or incorporate
* The phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

**1.** Signed:........................................................................................................

Name (printed): .............................................................................................

Position:.....................................................................................................…

On behalf of:.................................................................................................

Date:.............................................................................................................

**APPENDIX 3 - TENDERERS RETURNED DOCUMENT CHECKLIST**

|  |  |
| --- | --- |
| **Document** | **Confirm returned** |
| Form Of Tender |  |
| Specification |  |
| Company Info/Eligibility/Health & Safety/Environmental Policy/Equal Opportunities |  |
| Additional Contract Information |  |
| Certificate As To Non-Canvassing (Appendix 1) |  |
| Certificate As To Collusive Offer (Appendix 2) |  |