

Tender

For

The Supply and Delivery of One 26t 50/50 Split Body Refuse Freighter

Including:

General Information and Instructions for Tendering

Form of Tender

Declaration and Collusive Tendering Certificate

Form of Contract and Conditions of Contract

Specification

Closing date for receipt of Tenders is noon on 31st August 2016

Sevenoaks District Council

Issue date: August 2016

C O N T E N T S

Page Number

The Council 3.

Invitation to Tender 3.

Preparation of Tender 3 – 4.

Tender Requirements 4.

Tender Submission 5.

Evaluation of Tenders 5 – 7.

Health and Safety 7.

Contract 7.

Insurance Requirements 7.

Form of Tender 8 – 9.

Declaration and Collusive Tendering Certificate 10 - 14.

Form of Contract and Contract Conditions 15 – 23.

Specification 24 – 26.

GENERAL INFORMATION AND INSTRUCTIONS FOR TENDERING

**1. The Council**

The District of Sevenoaks has a population of approximately 110,000 and extends from Swanley in the north to the East Sussex border in the south and from Seal in the east to Westerham in the west.

**2. Invitation to Tender**

* 1. The District Council of Sevenoaks (the “Council”) invite Tenders for the Supply and Delivery of a 26t 50/50 refuse freighter as detailed in the enclosed specification.

3.2 Persons, Companies or other organisations selected to submit Tenders are advised to ensure that they are fully familiar with the nature and extent of the obligations to be undertaken by them if their Tenders are accepted.

3.3 The Tenderer is to provide details of the methods and time scales to be employed for the supply of the vehicle.

3.4 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions of the Tender documents unless the Council shall previously have expressly agreed in writing to the contrary. Any alternative Terms of Conditions (which must be submitted on a separate form) offered on behalf of a Tenderer shall if inconsistent with the terms and conditions of the Tender documents be deemed to have been rejected by the Council unless expressly accepted in writing.

3.5 No servant or agent of the Council is able to vary or waive any part of the Tender documents other than the Supervising Officer nominated by the Council and who shall do so only in writing.

**4. Preparation of Tender**

4.1 It is the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

4.2 Information supplied by the Council (whether in these Tender documents or otherwise) is supplied for general guidance in the preparation of the Tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Tenderers.

4.3 The Tender documents are and shall remain the property of the Council and must be returned upon demand.

4.4 Tenders must be submitted for the supply of the whole of the Refuse Freighter as per the specification. Tenders for any part only of the supply of the Refuse Freighter will be rejected.

4.5 In addition to any more specific obligations imposed by the Terms of the Contract Tenderers must satisfy the Council as to their ability to supply the vehicle on time as set out in the Contract.

4.6 The Council may require the holding company of any subsidiary company with whom the Tender is let to guarantee the Contract. A draft Deed of Guarantee is incorporated in the Tender documents.

4.7 Should any company firm or person who submits a tender be in doubt as to the interpretation of any part of the tender document then the Transport Manager Kenneth Naylor or his nominated officer will endeavour to answer written enquiries prior to such tenders being submitted. Kenneth Naylor can be contacted on email at [Kenneth.Naylor@sevenoaks.gov.uk](mailto:Kenneth.Naylor@sevenoaks.gov.uk) or by telephone on direct line 01732 227428

1. **Tender Requirements**

5.1 The Tender should be made on the Form of Tender incorporated herein. It should be signed by the Tenderer and submitted in the manner and by the date and time stated below with the following additional documentation:

5.2 The Certificate that the Tenders are bona fide duly signed;

5.3 A statement of the names and home addresses of the partners if the Tenderer is a partnership or a statement of the names and home addresses of the directors and secretary if the Tenderer is a company;

5.4 Audited accounts for the last three years of the Tenderers financial years (or for the periods of the Tenderers incorporation if a company or of the Tenderers trading if a partnership or sole trader, if such period be less than three years) or an explanation as to why audited accounts are not available;

5.5 The names of the Tenderer’s bankers and of two other trade and credit references;

5.6 Details of the Tenderers proposed production method and the build schedule to be used by the Supplier in carrying out supply.

5.7 All information contained in this tender (and associated documentation) or in connection with this invitation to tender shall be regarded as confidential by the Tenderer and the Council except where such disclosure is necessary by the Council pursuant to the Council’s obligations under the Freedom of Information Act 2000 or such information is disclosed by the Tenderer for the purpose of obtaining sureties and quotations necessary for the preparation of the tender.

Tenderers should indicate in their tender response, areas that they consider are confidential.

**The above schedules, forms and statements, as approved in writing by the Council, will be deemed, for the purposes of the contract, to comprise part of the specification**

**6. Tender Submission**

6.1 All documents requiring a signature must be signed:-

6.1.1 Where the Tenderer is an individual by that individual;

6.1.2 Where the Tenderer is a partnership by two duly authorised partners;

6.1.3 Where the Tenderer is a company by two directors or by a director and the secretary of the company such persons being duly authorised for that purpose;

6.1.4 Where the Tenderer is a local Council by the appropriate authorised officer.

6.2 Any Tender containing gaps or omissions will be rejected.

6.3 The Council is not bound to accept the lowest or any Tender.

6.4 The successful Tenderer will be required to execute a formal Agreement and until the execution of that Agreement the successful Tender together with the Council’s written acceptance will form a binding agreement between the Council and the successful Tenderer.

**6.5 All documents must be sealed in a plain unmarked envelope. The, red label marked “Tender for the supply of a Split Body 26t Refuse Freighter ” should be affixed to the front having first removed a small corner which should be adhered to the rear of the envelope. The tender should be sent by registered post, recorded delivery or delivered by hand to The Democratic Services Manager , Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent TN13 1HG so as to arrive not later than noon on the 31st August 2016. The Tender envelope must not carry any other marks or identification.**

6.6 The Council will not consider requests for extension of the closing date and time specified.

6.7 The Council may at its own absolute discretion extend the closing date and time specified.

6.8 The Tenderer is expected to keep his Tender valid for acceptance for a period of 90 days from **31st August 2016**

**7. Evaluation of Tenders**

7.1 In evaluating tenders the Council will consider the price, technical merit and quality factors. It will also include an assessment on the quality and effectiveness of the Tenderers programme management and related proposals and will award the contract on the basis of the most economically advantageous tender to the Council. The criteria are set out in more detail below.

7.2 The evaluation will take into account all information supplied by the Tenderer in support of their application including any pre-tender information and information received subsequent to the expressions of interest.

The following evaluation criteria will be used together with the weighting shown below:

**7.2.1 Technical merit.**

1. Compliance with the Specification and Tender together with an acceptable delivery programme.
2. Production method statements.
3. Quality assurance.
4. Maintenance.
5. Technical back up and support

**7.2.2 Value for money**

1. Cost of management and maintenance.
2. Overall cost to the Council for the whole life period.
3. Clarity of pricing of all Supplies.

**7.2.3 Suitability as a business.**

* Flexibility on contract conditions.
* Financially sound, established and competent supplier

**7.2.4 Assessed capability**

* Monitoring and dealing with complaints.
* Evaluation of reference sites.
* Level of experience both directly and indirectly of tenderers staff who will oversee and implement the contract.
* Training and development of staff.

**7.2.5 Completeness of Response**

* Assessed completeness of response.
* Assessed capability of tenderer to support all elements of the of the contract
* Any social value added.

**7.2.6 Weighting**

Value for Money: 60%

Completeness of response, suitability, assessed capability, technical merit, with emphasis on quality, the build process and programme: 40%

**7.3 Evaluation Process**

7.3.1 An authorised officer appointed by the Council will undertake the evaluation process and their recommendation will be reported to a senior officer and a Council Member for a decision on the preferred supplier. The evaluation process will commence from the date of tender opening, which shall not necessarily be the tender return date.

7.3.2 During this period the preferred Tender or Tenderers, may at the discretion of the authorised officer, be invited to give explanations of their tender and method of working. The selected tenderers will be notified in due course if this is to occur. The authorised officer reserves the right to ask questions of the tenderers.

7.3.4 The Tenderers may also be asked to provide details of a suitable reference site(s) where the tenderer has supplied similar vehicles

**8. Health and Safety**

The successful supplier shall provide a copy of its health and safety policy on demand by the Council.

**9. Contract**

The Council reserves the right to make changes of a minor drafting nature to the Contract documentation. Such changes will be accepted by the successful Supplier without reservation.

**10. Insurance Requirements**

Minimum amounts of insurance required to be maintained by the successful Tenderer throughout the Contract term are stated in the Conditions of Contract. All insurances to be in respect of any one claim.

**11**

**Page 1 of 2**

##### FORM OF TENDER

**26t GVW Split Body Refuse Freighter**

To:

The Democratic Services Manager

Sevenoaks District Council

Council Offices

Argyle Road

Sevenoaks

Kent

TN13 1HG

I/We……………………………………………………………………………………

Carrying on business at ……………………………………………………………….

hereby tender and undertake to execute and complete Supply required to be performed in accordance with the Contract, Contract Conditions, Specification, and prices contained therein and any other documents listed as a Tender document.

My/Our tender is for the following sum:-

Tender Total £

(In words):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 90 days from **31st August 2016**

And I/We further undertake to execute a Contract to be prepared at your expense for the proper and complete fulfilment of the Supply.

Unless and until a formal agreement is prepared and executed this Tender together with your acceptance thereof in writing shall constitute a binding Contract between us.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

I/We certify that this is a bona fide Tender.

Contractor’s Signature(s): ……………………………………………………………………...

(Print names(s) in full): ………………………………………………………………………...

Date: ……………………………………………………………………………………………

Name and Address of Firm: ……………………………………………………………………

…………………………………………………………………………………………………..

…………………………………………………………………………………………………..

**This Form of Tender and all associated documents must be returned to the Democratic Services Manager by not later than 12 noon on 31st August 2016** **in an envelope giving no indication either in the franking or otherwise of the identity of the sender.**

**12. Declaration as to eligibility to tender and collusive tendering certificate**

Pursuant to the Public Contract Regulations 2015 (SI 2015 No 102) (the Regulations) and regulation 57 thereof a contracting authority shall treat as ineligible and shall not select an economic operator in accordance with the Regulations if the contracting authority has actual knowledge that the economic operator or its directors or any other person who has powers of presentation, decision or control of the economic operator has been convicted of any of the following offences—

**1.** conspiracy within the meaning of section 1 of the Criminal Law Act 1977(a) where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/JHA or the fight against organised crime.

**2.** corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act1889(c) or section 1 of the Prevention of Corruption Act 1906(d);

**3.** the offence of bribery;

**4.** fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of—

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968(a) and the Theft Act 1978(b);

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(c);

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 2 of the Value Added Act 1994.

(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993(f); or

(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2004.

(ix) the possession of article for use in frauds within the meaning of section 6 of the Fraud Act 2006 or the making or adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Act

f) any offence listed—

(i) in [section 41](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I506AFA70C0FD11DD8B4FD4AD48C6C95E) of the [Counter Terrorism Act 2008](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IF3FB57D0C0FC11DD9A0FB953F8271943); or

(ii) in [Schedule 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I50925890C0FD11DD8B4FD4AD48C6C95E) to that Act where the court has determined that there is a terrorist connection;

(g) any offence under [sections 44 to 46](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I4ABA58108AA711DCAD189FB7549D3E57) of the [Serious Crime Act 2007](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I46EB03908A8611DCA413D68D9160DDFE) which relates to an offence covered by subparagraph (f);

(h) money laundering within the meaning of [sections 340(11)](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I34B8D2F0E45211DA8D70A0E70A78ED65) and [415](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5C6BA6D0E44B11DA8D70A0E70A78ED65) of the [Proceeds of Crime Act 2002](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5FA30B41E42311DAA7CF8F68F6EE57AB);

(i) an offence in connection with the proceeds of criminal conduct within the meaning of [section 93A, 93B or 93C](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5C6AE380E44B11DA8D70A0E70A78ED65) of the [Criminal Justice Act 1988](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5FF71EB0E42311DAA7CF8F68F6EE57AB) [15](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=33&crumb-action=replace&docguid=I939A4600B27011E48CA99B556A4D6599#targetfn15) or [article 45, 46 or 47](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IC40C52F02E6911DFBD6AD606D15A80F2) of the [Proceeds of Crime (Northern Ireland) Order 1996](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IC3FE70432E6911DFBD6AD606D15A80F2);

(j) an offence under [section 4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IA5026A50E44B11DA8D70A0E70A78ED65) of the [Asylum and Immigration (Treatment of Claimants, etc.) Act 2004](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5F901F80E42311DAA7CF8F68F6EE57AB);

(k) an offence under [section 59A](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5EBF0D30AAE411E1BC0387535CD294D9) of the [Sexual Offences Act 2003](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5F9CA2A1E42311DAA7CF8F68F6EE57AB);

(l) an offence under [section 71](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IF0250BF2DA4211DE9AD491096115908F) of the [Coroners and Justice Act 2009](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I69823050DA4211DEB7FDF517E142DA0B);

[

(1a) an offence under [section 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IF95F6200D75411E49554FB6D5509846C) or [4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I38CCBE60D78211E48E4CD0DC7837450B) of the [Modern Slavery Act 2015](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=ID05DC0A0D75311E4A8FFBB55570567FF);

(m) an offence in connection with the proceeds of drug trafficking within the meaning of [section 49, 50 or 51](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I07C43EC0E44C11DA8D70A0E70A78ED65) of the [Drug Trafficking Act 1994](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I5FD2F4E0E42311DAA7CF8F68F6EE57AB)

[

(ma) an offence under [section 1, 2](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=IF9483081D75411E49554FB6D5509846C) or [4](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I38CCBE60D78211E48E4CD0DC7837450B) of the [Modern Slavery Act 2015](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=ID05DC0A0D75311E4A8FFBB55570567FF); or

(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

(2) The obligation to exclude an economic operator also applies where the person convicted is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control in the economic operator.

**(3)** ***Mandatory and discretionary exclusions for non-payment of taxes etc***

An economic operator shall be excluded from participation in a procurement procedure where—

(a) the contracting authority is aware that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions; and

(b) the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom.

(4) Contracting authorities may exclude an economic operator from participation in a procurement procedure where the contracting authority can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

(5) Paragraphs (3) and (4) cease to apply when the economic operator has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

**(6) *Exceptions to mandatory exclusion***

A contracting authority may disregard any of the prohibitions imposed by paragraphs (1) to (3), on an exceptional basis, for overriding reasons relating to the public interest such as public health or protection of the environment.

(7) A contracting authority may also disregard the prohibition imposed by paragraph (3) where an exclusion would be clearly disproportionate, in particular—

(a) where only minor amounts of taxes or social security contributions are unpaid; or

(b) where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of fulfilling its obligations in a manner described in paragraph (5) before expiration of the deadline for requesting participation or, in open procedures, the deadline for submitting its tender.

**(8) *Discretionary exclusions***

Contracting authorities may exclude from participation in a procurement procedure any economic operator in any of the following situations:—

(a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in [regulation 56(2)](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I9397FC11B27011E48CA99B556A4D6599);

(b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

(c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;

(d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;

(e) where a conflict of interest within the meaning of [regulation 24](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I938B2AD0B27011E48CA99B556A4D6599) cannot be effectively remedied by other, less intrusive, measures;

(f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in [regulation 41](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I939256C0B27011E48CA99B556A4D6599), cannot be remedied by other, less intrusive, measures;

(g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

(h) where the economic operator—

(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or

(ii) has withheld such information or is not able to submit supporting documents required under [regulation 59](http://login.westlaw.co.uk/maf/wluk/app/document?src=doc&linktype=ref&context=35&crumb-action=replace&docguid=I939ABB31B27011E48CA99B556A4D6599); or

(i) where the economic operator has—

(i) undertaken to—

(aa) unduly influence the decision-making process of the contracting authority, or

(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or

(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**(9) *Exclusion during procedure***

Contracting authorities shall exclude an economic operator where they become aware, at any time during a procurement procedure, that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs (1) to (3).

(10) Contracting authorities may exclude an economic operator where they become aware, at any time during a procurement procedure, that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs (4) or (8).

(11) *Duration of exclusion*

In the cases referred to in [paragraphs (1) and (2)] , the period during which the economic operator shall (subject to paragraphs (6), (7) and (14)) be excluded is 5 years from the date of the conviction.

(12) In the [situations referred to in paragraph (8)], the period during which the economic operator may (subject to paragraph (14)) be excluded is 3 years from the date of the relevant event.

(13) *Self-cleaning*

Any economic operator that is in one of the situations referred to in paragraph (1) or (8) may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

(14) If the contracting authority considers such evidence to be sufficient, the economic operator concerned shall not be excluded from the procurement procedure.

(15) For that purpose, the economic operator shall prove that it has—

(a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

(b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

(c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

(16) The measures taken by the economic operator shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

(17) Where the contracting authority considers such measures to be insufficient, the contracting authority shall give the economic operator a statement of the reasons for that decision.

**6.** A contracting authority may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed in paragraph (1) if it considers it needs such information to decide on any exclusion referred to in that paragraph.

**7.** A contracting authority may treat an economic operator as ineligible or decide not to select an economic operator in accordance with these Regulations on one or more of the following grounds, namely that the economic operator—

7.1 being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(h), or article 242 of the Insolvency (Northern Ireland) Order 1989(i), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

7.2 being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(a) has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;

7.3 is guilty of serious misrepresentation in providing any information required of him under this regulation.

This summary is intended as a guide only and organisations should refer to the relevant statute for further guidance on ineligibility. The Council may request further information from the organisation or from competent authorities if such information is required to decide on any exclusion referred to above.

**I can confirm that the organisation is not ineligible to tender under the Public Contract Regulations 2015, regulation 57 (1), nor are there grounds upon which the Council could treat the organisation as ineligible under 57(3) and 57(8) and that I have checked that all questions have been answered where applicable and the supporting documents are enclosed as requested.**

**Where the organisation considers it may either be ineligible under Regulation 57(1) or grounds may exist under Regulation 57(3) and 57 (8) the contracting authority will require the economic operator to provide such information as it needs upon the Tender submission to enable the Council to make an evaluation. Subsequent discovery by the Council of any non-disclosure will be grounds for the Council to set aside any contract award decision or to terminate the contract should they choose to do so**

a. We tender to provide the Supply in accordance with the details set out in this tender.

b. We agree that this tender, together with the Councils written acceptance will constitute a contract between us. We undertake that this tender remains open as an offer of contract for a period of 90 days including the duration of the standstill period.

c. We confirm that the prices set out in this tender exclude VAT.

d. We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.

e. We certify that we have not done and we agreed not to do at any time before the tender closing date any of the following:

1. communicating to any person the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
2. entering into any agreement or arrangement with any other person or organisation that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
3. pay, give offer to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to nay person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for supplies any act or thing of the sort described at (i) or (ii) above.

f. We further certify that the principles described in paragraphs e (i) (ii) and (iii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

g. In this certificate, the word “individuals” includes any individuals and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the Supplies” means the Goods and/or services in relation to which this tender is made.

h. I further certify that the information supplied herein is accurate to the best of my knowledge and that I accept the conditions and undertakings herein referred to. I understand and accept that false information could result in rejection of our application to tender

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2016

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to certify the contents of this Declaration for and on behalf of:

(Company Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**13. Form of Contract and Contract Conditions**

**THIS CONTRACT** is made the day of 2016

**BETWEEN**

**THE DISTRICT COUNCIL OF SEVENOAKS** of Council Offices Argyle Road Sevenoaks Kent (“the Council”) of the one part and

( ) ( company Reg Nos ) whose registered office is situate at ( ) .

(“the Supplier”) of the other part

**WHEREAS**

The Council require the supply and delivery of a split body refuse freighter (the Vehicle) together with additional features as may be specified or described in the specification which forms part of the Tender attached hereto (hereinafter called “the Tender”) such vehicle to be delivered to the Council at Dunbrik Depot 2 Main Road Sundridge Kent TN14 6EP on or before the ( ) of ( ) 2016 the Tender was submitted by the Supplier to the Council and the Council has accepted the said Tender.

NOW IT IS HEREBY AGREED as follows: -

1.Definitions

The terms defined shall have the following meaning: -

* 1. “conditions”: shall mean the terms incorporated herein which shall include the Tender and all associated tender documentation.
  2. “Supplies or Supply” means the a 26 tonne 50/50 split body refuse freighter as is more particularly defined in the Specification to the Tender
  3. The following documents shall be deemed to form and be read and construed as part of this Agreement: -

i. The Information and Instructions to Tenderers

ii. Form of Agreement and conditions of contract

iii. Declaration

iv The Form of Tender

v The Specification

vi Appendices (if any annexed)

1. Interpretation
   1. Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.
   2. Headings are for ease of reference only and shall not affect the construction of this agreement.
   3. In the event of conflict between the meanings set down in this Agreement and the Specification then the meaning of the Specification shall prevail.

3. THE Supplier shall supply and deliver the Vehicle with additional features (as may be specified or described in the Tender attached hereto) at the address and date stated (or agreed in writing) at the collective price of £{--- --------------} exclusive of VAT subject to the conditions and stipulations set out or referred to in the said Tender and the Conditions of Contract herein contained

4. THE Council agrees to pay to the Supplier on the delivery of the Vehicle complete with additional features specified the total sum of £{-----------------} (plus VAT) such sum to be paid within two weeks of the presentation of an invoice after delivery of the vehicle to the Council’s Designated Depot.

**5. Suppliers obligations**

The Supplier will be responsible for co-ordinating all works associated with the Supply which `shall include but is not limited to the following: -

* 1. Identifying each task as and when required and carrying out the same in accordance with contract and specification terms.
  2. Carrying out preliminary meetings with Council’s representatives in order to fully understand the Council’s requirements.
  3. Agreeing the use of any sub-Supplier or other representative to be utilized in performance of the Supply by the Supplier with the Council before the engagement of the Suppliers representative.
  4. Agreeing any specific requirements identified by the Supplier with the Council prior to commencement of the Supply and notifying the Council of any relevant information that could lead to a provision of work that is additional to the Supply and would be paid for in accordance with any additional items identified in the Tender documents.
  5. The Supplier will co-ordinate manage and supervise the Supply in accordance with the Specification and as instructed at the preliminary meetings with the Council and secure all necessary resources for effectively bringing about the completion of the Vehicle.
  6. The Supplier shall ensure that that the total cost of the Supply (other than as provided for in clause 5.4) including the costs of travelling employees agreed sub contractors and any associated equipment is included in their Tender sum which shall from completion of this Agreement become the contract sum payable hereunder.
  7. The Supplier hereby guarantees that the Supply that they provide will be of sufficient quality, professionalism and safety obligations to meet the Council’s requirements and produce:

Supply one 50/50 26t Refuse Freighter to the specification mentioned herein.

1. **Council’s Obligations**

#### The Council shall be responsible for the following obligations under this contract: -

* 1. The Council shall pay the Supplier the Tender sum and any agreed additions in accordance with clause 5.4
  2. The appropriate proportion of the Tender sum shall be paid after delivery of the Vehicle (in compliance with the Specification) to the Council and the Council shall pay the sum on confirmation of the performance of the Supply within 14 days of receipt of a valid invoice.
  3. Should this contract allow the sub-contracting by the Supplier to any third party the Supplier acknowledges that he will impose the same provisions as regards the payment and submission of invoices and their certification upon the sub-contractors as are imposed upon the Supplier under this Contract including upon any contracts that the sub-contractors enters into with subsequent sub-contractors.
  4. The Contractors acknowledge that the Council may reject an invoice that does not detail the work carried out so that the same can be certified by the Council’s audit section or if the work shall be of insufficient quality to satisfy the Council Tender requirements. The Council shall deal with such certification in a timely fashion and without undue delay.
  5. The Council’s authorised officer shall issue any instructions or variations under this contract and such instructions shall be in writing.

**7. Value Added Tax**

##### All sums stated as payable under this agreement shall be exclusive of VAT unless indicated otherwise.

**8. Duration and Term**

8.1 This Agreement and the obligations thereunder shall subsist until such time as such obligations are discharged by the parties hereto.

**9. Confidential**

* 1. At all times during the life of this Agreement and thereafter the Supplier shall keep secret and confidential the information collected as part of this Supply including all information disclosed to it. The Supplier undertakes not to disclose any such information to any third party other than its responsible employees and authorised sub-contractors or representatives and the Supplier undertakes to take all reasonable steps to minimise the risk of such disclosure.
  2. The provisions contained in clause 9.1 shall not apply to any information that must be lawfully disclosed by the Supplier or for information that was in the public domain at the time of receipt by the Supplier.

**10**. **Warranty**

The Supplier warrants to the Council that the Supplier will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a professional company acting in the capacity of Supplier within the scope of the appointment and will comply in all respects with the terms of the appointment and the Council will be deemed to have relied and to rely upon the exercise of the Contractors skill and care.

1. **Limitation of Liability**

11.1 It is hereby agreed by the parties hereto that the liability of the Supplier shall be limited to the sums expended by the Council under this Agreement together with any additional costs that the Council may incur in requiring the Supplies to be carried out by another party upon the Suppliers default under this Agreement.

11.2 The limitation outlined in clause 11.1 above shall not extend to any cost claims damages or expenses arising out of any tortuous act or omission any breach of contract or statutory duty.

12. **Termination**

In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events:

12.1 The Supplier commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.

* 1. The Supplier becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
  2. Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.

12.4 If the Supplier fails to act in a diligent manner in performing the building and commissioning of the Vehicle or fails to produce within the time scale contained or referred to in the Specification or subsequently agreed with the Council’s representative provided that the Council shall give the Supplier21 days written notice in which to rectify the default that has occurred.

13. **Insurance**

Throughout the period of this Agreement the Supplier shall maintain policies of insurance with a reputable insurance company in respect of professional indemnity cover, public liability cover and employer liability cover, such cover to be not less than £40,000.00, £5 million, and £5 million respectively or such other amounts as the Council may from time to time reasonably require and the Company shall as and when reasonably required by the Council produce for inspection documentary evidence that such insurances are being properly maintained and that payments have been made in respect of the last preceding premiums due thereunder.

**14**. **Advertising**

14.1 The Supplier shall not advertise or publicise that it is employed by the Council without prior written agreement of the Council’s supervising officer, which shall not be unreasonably withheld.

14.2 The Supplier shall comply fully with the Council’s policy and codes and any code of practice that may from time to time be in force in respect of publicity in order to maintain effective communication to the media and the public.

**15. Force Majeure**

15.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delay in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).

**16. Bribery and Corrupt Practices**

16.1 The Council shall be entitled to cancel this Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Supplier or any other contract with the Council, for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or in relation to any Agreement with the Council the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

16.2 The Supplier shall:

16.2.1 Comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

16.2.2 Comply with the Councils’ Anti-Corruption and Bribery Policy;

16.2.3 Promptly report to the Council any request or demand which if complied with would amount to a breach of either this Agreement or the Councils’ Anti-Corruption and Bribery Policy;

16.2.4 Ensure that any person associated with it who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.

16.3 Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.

**17. Liability for Damage to Persons and Property**

The Supplier shall be responsible for any damage to property or injury to persons animals or things whether the property of the Council or otherwise caused by the Supplier employees sub-contractors agents or representatives in carrying out the Supply and shall indemnify the Council against any claims or proceedings in respect thereof and also against any claims or proceedings made at Common Law or under any Act of Parliament by any third parties or persons in the employ of the Supplier or other representative or sub-Supplier or by any person claiming through such person

**18.** **Notices**

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post or facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address of the other party set out in this Agreement (or such other address as may have been notified) or to the ten current facsimile number of the other party and any such notice or other document shall be deemed to have been served (if sent by post) upon the expiration of 48 hours after posing and (if sent by facsimile transmission) upon the expiration of 12 hours after dispatch.

**19. Health & Safety**

19.1 The Supplier shall comply with the provisions of the Health and Safety at Work Act (1974) including the Electricity at Work Regulation 1989 and in particular the duties imposed upon all employers to make provision for securing the health, safety and welfare of their employees and to their obligation to conduct their undertaking in a manner which will ensure that any non-employee who may be affected, is not exposed to risk.

19.2 The Supplier shall also ensure that all his employees are fully conversant with, and operate under the relevant safety measures which appertain to their particular trades or skills, and that all employees are aware that they themselves have statutory duties under the provisions of the said Act, to take reasonable care of their own health and safety and that of any other person or persons who may be affected by their actions whilst at work and have a duty to co-operate with the Supplier in the exercise and fulfilment of the Contractor's statutory obligations set out in the said Health and Safety at Work Act.

19.3 The Supplier shall ensure the continuance of safety at any site at which work is

being carried out by them, or on their behalf. This shall include the provision and use of necessary signing and guarding and protection of the public. On the highway guarding and signing shall be in accordance with the Road and Street Works Act 1990. The Supplier shall comply with the Health and Safety at Work etc (1974). In particular, undertake, and ensure that all employees and sub-contractors comply with this clause. The attention of the Supplier is particularly directed to the Electricity at Work Regulations 1989 which shall be strictly observed.

**20. Equality**

20.1 Throughout the duration of this Contract the Supplier shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing to) shall: discharge their obligations under this Contract and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.

20.2 The Supplier shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Supplier’s policy shall be made available on request by the Council.

If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Supplier the Supplier shall take all necessary steps to prevent recurrence of such unlawful discrimination.

The Supplier will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.

The Supplier’s equal opportunities policy shall be set out in any instructions circulated to those members of the Supplier’s employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Supplier may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.

20.3 In the performance of the Services and in its dealings with service users, the Councils’ employees and members of the general public the Supplier shall comply with and ensure that its employees comply with the Councils’ equal opportunities (“Equalities”) policies and procedures as may be adopted and amended from time to time and as notified to the Consultant; and the Public Services (Social Value) Act 2012.

**21. Contractors Records**

To enable the Council to ascertain the Supplier's entitlement to payments claimed under the Contract the Supplier and sub-contractors shall keep time sheets and (so far as practicable) the time worked by the work people in their employ, and time sheets shall be produced whenever required for the inspection of any agent authorised by the Council.

**22. Contract Law**

The Contract shall in all respects be construed and operate as an English Contract and in conformity with English Law, and all payments there under shall be made in sterling money.

## **23. Third Party Rights**

Without prejudice to any other right which any third party may have, nothing in this Contract shall confer on any third party any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

In the event that there is conflict between the Contract Conditions and any other

document contained herewith the Contract Conditions prevail.

**24**. **Freedom of Information**

24.1 The Supplier acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Contractor’s expense) to enable the Council to comply with these information disclosure requirements.

24.2 The Supplier shall and shall ensure that any agreed sub-contractors shall:

24.2.1 Transfer the request for information to the Council as soon as practicable after receipt and in any event within two working days of receiving a request for information;

### 24.2.2 Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Client requesting that information; and

### 24.2.3 Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.

## 24.3 The Council shall be responsible for determining at its absolute discretion whether:

## 24.3.1 The Supplier acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-

## 24.3.2 Without consulting with the Contractor, or

## 24.3.3 Following consultation with the Supplier and having taken its views into account.

## **25 Retention of Information**

## The Supplier shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

**26. Data Protection**

26.1 The Contractor’s attention is hereby drawn to the Data Protection Act 1998 and to Directive 95/46/EC and any regulations implementing it (all referred to together as the Data Protection Requirements”).

26.2 The Supplier warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the Contract and any information it may receive or acquire in connection with the Contract and ensure that the Council shall not be in breach of the Data Protection Requirements as a result of any act or omission of the Contractor.

26.3 In particular without limitation the Supplier shall:

Act only on instructions of the Council as data controller and take appropriate technical and organisational measures against accidental loss or destruction of and damage to any personal data

Not transfer any personal data outside the countries of the European Economic Area without and only to the extent of any written consent of the relevant data subject and the Council which may be refused at the Contracting Council’s sole discretion, and

As required by Schedule 1 Part II of the Data Protection Act 1998 the Supplier shall:

Only carry out processing (as defined in the Data Protection Act 1998) on the Contracting Council’s instructions, and

Comply with the obligations set out in the seventh principle of Schedule 1 of the Data Protection Act 1998 in respect of all processing carried out on behalf of the Contracting Council.

26.4 Without prejudice to Clause 26.2, if requested, the Supplier is to provide a report within forty-eight (48) hours of contract signature as to how it shall meet the Data Protection Requirements of the Council and those that are incumbent on the Supplier and at any time shall allow the Council to audit the Supplier’s compliance with its obligations in respect of the Data Protection Requirements to include allowing access to all information and provision of assistance to employees of the Council’s internal and external audit for the purposes of such audit.

**IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.**

**THE COMMON SEAL of THE**

**DISTRICT COUNCIL OF**

**SEVENOAKS was hereunto affixed**

**in the presence of:-**

**Authorised Signatory**

**Authorised Signatory**

**Attestation of Tendering Company**

**(please provide on tender)**

**SPECIFICATION**

**50/50 spliT-bodied refuse freighter**

**Chassis**

* 6 x 2 Rear–steer configuration plated at 26000kg GVW;
* 275 bhp Engine to Euro 6 (minimum);
* Automatic gearbox;
* PTO driving hydraulic double pump to supply separate sweep plates, packers, ejectors and tailgate lifts and facilitate retrofit of bin lift equipment should it be required at a later date;
* Turning circle to be 17m or less wall to wall;
* Air suspension;
* Minimum 200 Litre fuel tank;
* Minimum 25 litre Ad-Blue tank;
* ABS in conjunction with disc brakes on all axles;
* To include whole vehicle type approval certification.
* Vertical exhaust pipe behind cab;
* Spare wheel and tyre to be supplied with vehicle;
* On-board axle and gross weight indicator display required in cab with packer plate shut off at 25,500 kg
* Vehicle to be fitted with front towing eye;
* Auto level white noise type reversing alarm (Brigade or similar);

**Cab**

* Low entry cab with single step not to exceed 515 mm from the ground;
* Seating for driver plus 3;
* Folding air door to passenger side;
* Cab tilt not to be less than 50 degrees;
* Suitable locker space to rear of cab;
* Thatcham approved immobiliser;
* Electric drivers window;
* Digital Tachograph;
* Cloth-covered seating in cab;
* One 12 volt and one 24 volt electrical supply via ‘cigar lighter’ type sockets in dashboard for phone charger and other portable equipment;
* Air conditioning fitted into cab controlled by dash mounted switch;
* A First aid kit and fire extinguisher are to be mounted in suitable positions inside the cab.
* A folder holder clearly labelled as ‘Health and Safety’ is to be mounted in a prominent position on the inside back wall of the cab to hold at least one ring binder suitable for A4 sized documents;
* Provide ‘deflector bar’ protection to external mirrors to alleviate damage by roadside trees/vegetation (where cab construction permits);
* Amber LED beacon bar (supplied by Vision Alert Part no.15-00274-V or similar), or LED/Xenon combination 24 Volt 1250mm wide to be fitted to cab roof with on/off switch on cab dash.

**Body**

* The split-body shall be smooth-sided internally and divided vertically into two chambers with separate capacities of approximately 50% and 50% of the whole body volume of not less than 20m3. The external structure of the body must be smooth-sided. Where smooth sides are not an external feature of the body design, signboards are to be bolted to the structural ribs of the body on each side (dimensions to be agreed, access panels must not be obstructed);
* The body shall be manufactured from high tensile abrasion resistant steel. Each chamber shall have separate tailgates and hoppers with independently operated sweep plates, packing and ejection systems;
* The supply and fitment of a bin lift shall be priced separately as an option. The optional bin lift shall be of a type that stow below each hopper loading rave when not in use~~.~~ The rave height for manual loading shall be at least 1000mm and not more than 1100mm from ground level;
* The freighter is to be fitted with all pipework and control cabling necessary to facilitate operation of bin lift equipment should it be decided to accept the priced option or to retrofit at a later date. All such hydraulic pipework and control cabling shall be securely terminated at the rear of the freighter and be sited and protected so as to avoid damage from overhanging trees.
* Steel plates shall be fitted to at least half the height of the front body aperture to act as baffles to prevent water and debris spilling forward from the body onto exposed system components.
* Drains are to be fitted in the hopper and to the front of the body to reduce the build up of rain water.
* Fixed metal rear wheel arches to be fitted to body;
* Shovel and broom and mounting brackets to be fitted;
* Eight Quad Flash (Vision Alert Surface Mounted LED Heads 3800 Series or similar) mounted rearward (4), forward (2 below windscreen) and sideward (2) facing on flat surface so as to avoid damage from overhanging branches when driven. All rear LED’s to be controlled through same on/off switch on cab dash as front beacon;
* An approved safety system shall be fitted to the body roof to ensure safety of maintenance staff when working at height on body roof, this must be taken into account on overall vehicle height;
* Side access panels are to be fitted to the front of the body to each side, with access steps or similar, to allow safe access for cleaning inside sweep plate area;
* Electric Hot water hand-wash unit (Teal or similar);
* Sentinel DVR camera system with four cameras, to provide all round view of the vehicle in use. Reverse camera to be active on screen when reverse is engaged.
* Rear lights and marker boards must be positioned so they are not obscured during normal use;
* All external wiring or fitments must be mounted and routed to avoid damage in use (overhanging trees etc.).

**Livery**

The freighter is to be painted in Sevenoaks District Council two tone livery. The lower third of the cab including bumper and part of body sides, subject to position of break line on cab, to be painted in colour Turkis Grun CA75 RAL 6016 (ICI). Upper two thirds of vehicle to be painted in colour White. Position of break lines/points to be agreed; Chassis shall be black and wheels silver.

Sign writing to be included in tender submission (to be completed by Ad-a-Stripe of Tunbridge Wells - Contact Adam on 01892 861010);

**General**

* Actual vehicle length, width, height, turning circle, manual loading height and other critical dimensions shall be submitted with tender;
* Payload information shall be submitted with tender. The projected payloads are to be corroborated where possible by submission of actual payload data drawn from UK users of the equipment (subject to the user’s permission) for comparative purposes;
* Vehicle height warning signs must be displayed in cab;
* Total vehicle width not to exceed 2500mm; excluding mirrors;
* The vehicle must be made available for inspection by SDC during the manufacturing and finishing process, before painting, to ensure specification compliance and to resolve any technical issues;

**VED**

Vehicle to be taxed for a period of 12 months;

**Delivery**

Tender price to include for all on the road (OTR) costs and the delivery of the vehicle to Dunbrik Depot, 2 Main Road, Sundridge, Sevenoaks, Kent, TN14 6EP;

Delivery is required on or before 18th March 2017. Expected delivery date to be advised with tender;

**Payment**

Payment of the invoice will be authorised once the complete vehicle has been delivered and accepted at Dunbrik Depot;

**Vehicle information and training**

Price to include for post-delivery training of four crew in the operation of the vehicle and four workshop staff in the workshop maintenance and servicing of the vehicle and equipment supplied;

Tenderers' to state if workshop fitter training will be delivered on site or at their premises;

The tender price is to include for full workshop procedure manual and parts manual for the vehicle and body to be supplied with the vehicle.

**END OF DOCUMENT**