

**Central Swindon North Council**

**Grounds Maintenance and Street Cleansing Services**

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**VOLUME FOUR  
RESPONSE DOCUMENT**

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# Checklist

Tenderers should complete and submit the following checklist with their Tender return.

<b>Tender Form</b>		<b>Included?</b>
	<b><u>PART A</u></b>	
1.	<b>Form of Covering Letter</b>	
2.	<b>Anti-Collusion and Canvassing Certificate</b>	
3.	<b>Parent Company Guarantee and Undertaking</b>	
4.	<b>Confidentiality Table</b>	
5.	<b>Summary of any material changes to SQ submission</b>	
6.	<b>Collateral Warranty</b>	
7.	<b>Conflict of Interest Declaration</b>	
	<b><u>PART B</u></b>	
	<b>Method Statements</b>	
	<b>Quality Bid Form 1</b>	
	<b><u>PART C</u></b>	
	<b>Pricing Tables</b>	

**Part A – Bid Forms:**  
**Tender Form 1**  
**Form of Covering Letter**  
**UNCONDITIONAL AND IRREVOCABLE OFFER**

**TO:** Central Swindon North Parish Council (the "**Council**");

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**WE**

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**OF:**

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1. Having examined carefully and understood:

- the Instructions to Tenderers;
- Response Document including this Form of Tender, pricing tables and guidance, and the Quality Bid forms;
- the Draft Contract;
- the Specification; and
- all other documents relevant to this Contract (the "Tender Documents")

issued by the Council in connection with this Contract for grounds maintenance and street cleansing services ("the Services") and in consideration of your considering this Tender hereby offer and undertake to:

- 1.1. provide the Services for the Council for the annual sum and prices inserted by us in the pricing tables and Tender generally; and
- 1.2. provide the Services upon and subject to the Conditions set out in the Tender Documents.

2. In further consideration of your considering this Tender we agree that this offer shall remain open for acceptance and shall not be withdrawn for nine months from the date fixed for the return of tenders.
3. We agree that unless and until a formal contract is prepared and executed the offer set out in this Tender constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by you whereupon there shall be constituted between us a binding contract.
4. We agree, if required, to enter into a contract to be signed under hand/ executed as a deed in the form accompanying the Instructions to Tenderers to be prepared at your expense embodying the terms of this Tender and the documentation listed above which are for all purposes to be deemed to form part of this Tender.

**NOTE:** The Tender must be signed in accordance with the Instructions to Tenderers

Dated this                      day of                      2020

Signature

Printed Name

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Title of Signatory

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Signature of Witness

Printed Name

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Name of Company

Registered office  
Address:

## Tender Form 2

### Anti-Collusion and Canvassing Certificate

***Notes on who should sign the Anti-Collusion and Canvassing Certificate:***

- 1. All Tenderers are required to sign the certificate.***
- 2. Where a consortium arrangement is proposed and/or where a Tenderer is relying on Significant Sub-Contractor(s) each member of the proposed consortium and/or any Significant Sub-Contractors should also sign the certificate.***
- 3. Where a Tenderer is proposing that another Tenderer provides any aspect of the Services (not necessarily as a Significant Sub-Contractor, so this could apply where, for example, a Tenderer is proposing that another Tenderer provides contingency or transfer arrangements), that other Tenderer should also sign the certificate.***

We hereby certify that this is a bona fide Tender intended to be competitive, and that we have not fixed or adjusted the cost of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer (other than a member of our own consortium). We have not and, insofar as we are aware, nor has any Tenderer Party:

1. entered into any agreement with any other person with the aim of preventing Tenders being submitted or the fixing or adjusting of the cost of any Tender or the conditions on which any Tender is made; or
2. informed any other person, other than the Council, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender, for insurance, for performance bonds and/or Contract guarantee bonds or for professional advice required for the preparation of the Tender; or
3. caused or induced any person to enter into such an agreement as is mentioned in paragraphs (1) and (2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
4. committed any offence under the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972 (as amended); or
5. offered or agreed to 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 to be done anything in relation to any other Tender or proposed Tender for the Services; or
6. canvassed any other persons referred to in paragraphs (1) and (2) above in connection with the Contract; or
7. contacted any member, officer or other employee of the Council about any aspect of the Contract including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such member, officer or other employee for the purpose of the Contract or for soliciting information in connection with the Contract.

We also undertake that we shall not do nor procure the doing of any (and shall ensure that no other Tenderer Party shall do or shall procure the doing of any) of the acts mentioned in paragraphs (1) to (7) above before the hour and date specified for the return of Tenders in the ITT nor (in the event of the Tender being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and the Council.

In this Certificate:

the word "*person*" includes any person, body or association, corporate or incorporate; and

the term "*agreement*" includes any arrangement whether formal or informal and whether legally binding or not; and

the term "*Tenderer Party*" means any employee, consultant, advisor, agent, officer, or sub-contractor (of any tier) of the Tenderer; and

the term "*Contractor*" means the party which ultimately enters into a Contract with the Council.

<b>Signed by Director or Company Secretary of the Lead Tenderer:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>For and on behalf of:</b>	

<b>Signed by Director or Company Secretary of the Significant Sub-Contractor:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>For and on behalf of:</b>	

<b>Signed by Director or Company Secretary of the sub-contractor (who is also a Tenderer):</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>For and on behalf of:</b>	

### Tender Form 3

#### Parent Company Guarantee and Undertaking

Tenderers are required to indicate for the purpose of their Tenders, their willingness to provide a Parent Company Guarantee in the form set out below by returning a complete undertaking in the form below.

**TO:** Central Swindon North Parish Council (the "**Council**");

1. In consideration of the Council inviting [ ]<sup>1</sup> to tender and payment by the Council of the sum of one pound (£1.00) the receipt of which is hereby acknowledged we hereby enter into this Parent Company Guarantee Undertaking.
2. We, [ ]<sup>2</sup> hereby irrevocably and unconditionally promise and undertake that in the event of the Tender submitted by [ ]<sup>1</sup> being accepted by the Council in accordance with the Tender and the Instructions to Tenderers and, if requested to do so by the Council we shall forthwith upon request properly execute and deliver to the Council a Parent Company Guarantee in the form attached hereto and subject to the insertion of such details and the making of such revisions as the Council may reasonably require in the light of the terms and the nature and the effect of the contract constituted by the Council's said acceptance.

Dated this            day of            [            ]

EXECUTED as a Deed by            )  
[            ]<sup>2</sup> by [a Director    )  
and its Secretary] or [two    )  
Directors]                                    )

.....

Director (Signature)

.....

Name of above signatory (BLOCK CAPITALS)

.....

Director/Company Secretary (delete as appropriate)

.....

Name of above signatory (BLOCK CAPITALS)

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<sup>1</sup> Insert name of Tenderer

<sup>2</sup> Insert name of Tenderer's ultimate holding company



## PARENT COMPANY GUARANTEE

**THIS AGREEMENT is made by Deed on the [ ] day of [ ] 20[ ].**

### **BETWEEN:**

- (1) [ ] Registered Company Number: [ ] whose registered office is at [ ] ("**the Guarantor**") and  
(2) Central Swindon North Parish Council The "**the Council**").

### **WHEREAS:**

- A. This Guarantee is supplemental to a contract ("**the Contract**") dated [ ] and made between (1) [ ] Registered Company Number: [ ] whose registered office is at [ ] ("**the Contractor**") and (2) the Council, pursuant to which the Contractor has agreed and undertaken to carry out [insert description] services for the Council upon the terms and conditions set out in the Contract.
- B. The Guarantor has agreed to guarantee, as primary obligor on demand and without set-off or deduction, the due performance of the Contract by the Contractor, in the following manner.

**NOW IT IS AGREED** between the Council and the Guarantor as follows: -

### **1. CONDITION PRECEDENT**

- 1.1. This Guarantee shall not come into effect until the Contract has been executed and completed.

### **2. GUARANTEE AND INDEMNITY**

- 2.1. The Guarantor agrees with the Council as follows: -

- (a) [That the Guarantor shall guarantee the due and punctual performance of the Contractor's obligations under the Contract];
- (b) If the Contractor (unless relieved from performance by any clause of the Contract, or by the decision of a tribunal of competent jurisdiction) fails to observe or perform any of its duties or obligations, or otherwise breaches its obligations under the Contract, or if the Contractor fails to pay any loss, debt, cost or any other sum due, or ceases to exist, or ceases trading for any reason, then the Guarantor[, independent of and separate to its obligation under subparagraph (a) above,] shall fully and promptly indemnify the Council against all claims, demands, liabilities, losses, damages, costs and expenses which may be incurred by the Council by reason of any such failure, breach or non-payment on the part of the Contractor whether arising under statute, contract or at common law and on first demand by the Council, unconditionally pay to the Council the amount of those claims, demands, liabilities, losses, damages, costs and expenses without deduction or set-off.

- 2.2. Nothing in this Guarantee shall render the Guarantor liable to the Council to any greater extent than it would have been liable had the Guarantor been the party to the Contract in lieu of the Contractor and subject to the same limitation periods which would apply to the Contract or the Contractor's liabilities arising from the same and with the same rights of defence.

- 2.3. This Guarantee shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Contractor under the Contract have been satisfied or performed in full, notwithstanding

- (c) any change in the constitution of the Guarantor, the Contractor or the Council;
- (d) any liquidation, administration or analogous event in relation to the Contractor;

- (e) any arrangement between the Contractor and Guarantor;
- (f) any waiver under the Contract whatsoever by the Council; or
- (g) any variation of the obligations undertaken by the Contractor whether by way of an addendum or variation.

2.4. This Guarantee shall be a primary obligation of the Guarantor and accordingly the Council shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Contractor, to make any claim against or any demand of the Contractor, to enforce any other security held by it in respect of the obligations of the Contractor under the Agreement or to exercise, levy or enforce any distress, diligence or other process of execution against the Contractor. In the event that the Council brings proceedings against the Contractor, the Guarantor shall be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings.

2.5. As long as any liability incurred by the Contractor to the Council guaranteed under this deed remains unsatisfied, the Guarantor shall not, in respect of any payment made or liability arising under this deed, effect (or try to effect) any recovery from the Contractor, whether by receipt of money, set-off, proof of debt, enforcement of security or otherwise.

2.6. Any release, discharge, or settlement between the Guarantor and the Council shall be invalid if anything provided by the Guarantor to the Council under this Guarantee is subsequently declared void, set aside, or ordered to be refunded for any reason whatsoever.

### **3. AMENDMENTS TO THE CONTRACT AND CHANGES TO THE PARTIES**

3.1. The Contract may be amended in any way without the Guarantor's consent. The Guarantor shall not be discharged or released from this Guarantee, nor shall its liability be affected or impaired by any agreement (including any amendment to the Contract), conduct, omission, breach, or repudiation by the Contractor or the Council, or by any forbearance whatsoever on the part of the Council.

### **4. NOTICES**

4.1. Any notice or demand for payment by the Council under this Guarantee shall, without prejudice to any other effective mode of serving or making the same, be deemed to have been properly served on the Guarantor if served on the Guarantor or its representatives personally, or delivered or sent by first class letter post, telex, electronic mail or facsimile, to the Guarantor or its representatives at its address as shown above, or its last known place of business. Any such notice or demand sent by first class letter post shall be deemed to have been served on the addressee at 10 a.m. on the next succeeding business day, or if sent by telex, electronic mail or facsimile, within one hour of the time of sending.

### **5. GENERAL**

5.1. No failure or delay by the Council in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise, or the exercise of any other right or remedy.

5.2. Each of the provisions of this Guarantee is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Guarantee shall not in any way be affected or impaired.

5.3. This Guarantee is and will remain the property of the Council.

5.4. The Guarantor may not assign or otherwise transfer any of its rights or obligations under this Guarantee. The rights in and benefit of this Guarantee shall not be assignable by the Council without the prior written consent of the Guarantor (which consent shall not be unreasonably refused, withheld or delayed).

- 5.5. The Guarantor warrants and represents to the Council that it has full power and authority to enter into and perform its obligations under this Guarantee.
- 5.6. This Guarantee and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales.
- 5.7. A person who is not a party to this Guarantee shall not have any rights under or in connection with it.

**EXECUTED AS A DEED** the day and year first before written

Executed as a DEED by )  
the Guarantor )  
acting by: )

Director (Signature) .....

Name of above signatory (BLOCK CAPITALS) .....

Director/Company Secretary (delete as appropriate)

Name of above signatory (BLOCK CAPITALS)

**Tender Form 4**  
**Confidentiality Table**

***Note: This form is to be completed by the Tenderer or the Lead Tenderer (as applicable).***

Information considered to be exempt from Freedom of Information Act and/or Environmental Information Regulation requests.

1. Any information supplied, which the Tenderer considers may be potentially exempt from disclosure under the Freedom of Information Act (FOIA) and/or Environmental Information Regulations (EIR) **MUST** be set out in this Bid Form.
2. Any information not contained in this Bid Form will be subject to disclosure without any prior consultation.
3. The information considered to be exempt must be referred to in the table below; this could be a whole section of the documentation provided, a clause or paragraph in the documentation provided.
4. The Tenderer should set out in this Bid Form that information which it considers to be exempt from disclosure, the reason for non-disclosure, the exemption that might be applicable and the time period for which this information should be considered to be exempt.
5. The Tenderer acknowledges nevertheless that any information contained within this section is proposed only and the Council may nevertheless be required to disclose such information under the FOIA and/or EIR. The Tenderer should also include in this section the name and contact details of a person who will be able to handle FOIA/EIR requests.

<b>Tenderer name:</b>	
<b>Address:</b>	
<b>Contact name:</b>	
<b>Telephone number:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

In setting out the information considered to be exempt, the Tenderer should include below where the information is located within their Bid(s).

Exempted information (cross reference to Bid	Reason for exemption	Exemption to be applied	Time period for exemption

**Tender Form 5**  
**Collateral Warranty**

Tenderers are required to indicate for the purpose of their Tenders, their willingness of their sub-contractors (if any) to enter into a Collateral Warranty in the form set out below by returning a complete undertaking in the form below.

**TO:** Central Swindon North Parish Council (the "**Council**")

3. In consideration of the Council inviting [ ]<sup>3</sup> to tender and payment by the Council of the sum of one pound (£1.00) the receipt of which is hereby acknowledged we hereby enter into this Sub-Contractor Warranty Undertaking.
4. We, [ ]<sup>4</sup> hereby irrevocably and unconditionally promise and undertake that in the event of the Tender submitted by [ ]<sup>1</sup> being accepted by the Council in accordance with the Tender and the Instructions to Tenderers and, if requested to do so by the Council we shall forthwith upon request properly execute and deliver to the Council a Collateral Warranty in the form attached hereto and subject to the insertion of such details and the making of such revisions as the Council may reasonably require in the light of the terms and the nature and the effect of the contract constituted by the Council's said acceptance.

Dated this            day of            [            ]

EXECUTED as a Deed by            )  
[            ]<sup>2</sup> by [a Director            )  
and its Secretary] or [two            )  
Directors]            )

Director (Signature)

.....  
Name of above signatory (BLOCK CAPITALS)

.....  
Director/Company Secretary (delete as appropriate)

.....  
Name of above signatory (BLOCK CAPITALS)

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<sup>3</sup> Insert name of Tenderer

<sup>4</sup> Insert name of Tenderer's ultimate holding company

**Between** Central Swindon North Parish Council (the "**Council**"); and

(2) [ ] (company registered number ) whose registered office is at [ ] (the “Sub-Contractor”); and

(B) The Contractor and the Sub-Contractor have entered into a sub-contract (the “**Sub-Contract**”) under which the Sub-Contractor has agreed to provide services (the “**Sub-Contract Services**”) required for the purposes of the provision of the Services.

Unless expressly defined otherwise in this Deed, any defined term in this Deed shall have the same meaning given to such term in the Contract.

2.1 The Sub-Contractor warrants to the Council that it has complied with and fulfilled and shall continue to comply with and fulfil all of its duties and obligations expressed in, or arising out of, the Sub-Contract.

The Sub-Contractor grants to the Council like rights and assumes like obligations to those which are granted to and assumed in favour of the Contractor under the Sub-Contract in connection with copyright, Intellectual Property Rights and Data.

4.2 The Sub-Contractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance with clause 4.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed, (whenever happening) by reason that such person is an assignee and not the named promisee hereunder.

## **5 STEP IN**

- 5.1 The Sub-Contractor warrants to the Council that the Sub-Contractor shall not terminate or treat as terminated the Sub-Contract (or its employment thereunder), or discontinue the performance of the Sub-Contract Services, without first giving to the Council not less than thirty (30) Business Days' prior notice of the Sub-Contractor's intention to do so, specifying the grounds for so doing and stating the amount (if any) of monies then outstanding under the Sub-Contract and setting out any other existing liabilities or unperformed obligations of the Contractor under the Sub-Contract.
- 5.2 If the Council serves on the Sub-Contractor a notice in accordance with clause 5.3, the Sub-Contractor shall not terminate or treat as terminated the Sub-Contract (or its employment thereunder), or discontinue the performance of the Sub-Contract Services, but service of such notice shall not prejudice any other right or remedy the Sub-Contractor may have under the Sub-Contract or may acquire by reason of any breach of the obligations of the Council under this clause 5.
- 5.3 Within the period of notice referred to in clause 5.1 unless the employment of the Sub-Contractor under the Sub-Contract shall have terminated previously, if the Council serves upon the Sub-Contractor a notice to do so, the Sub-Contractor shall thereafter accept the instructions of the Council to the exclusion of the Contractor under the Sub-Contract.
- 5.4 As against the Contractor and the Council, the Sub-Contractor shall be entitled and obliged to rely upon and to comply with such notice served by the Council under clause 5.3 or clause 5.7, and shall not make any enquiry into the entitlement of the Council as against the Contractor to serve such notice.
- 5.5 As from the date of service of notice under clause 5.3, the Council shall assume all the rights and (save as referred to in clause 5.6) perform all the obligations of the Contractor under the Sub-Contract, provided that this shall not affect or derogate from any right of action the Contractor may have against the Sub-Contractor in respect of any breach of duty of the Sub-Contractor under, or in connection with, the Sub-Contract happening prior to the date of service of notice by the Council under clause 5.3.
- 5.6 The Council shall within thirty (30) Business Days after serving notice under clause 5.3 or under clause 5.7, pay to the Sub-Contractor an amount equal to the sum then owing to the Sub-Contractor under the Sub-Contract for services properly performed, issue an invoice for payments due from the Sub-Contractor to the Council under the Sub-Contract and shall perform any other obligations of the Contractor which are existing and unperformed as at the date of the notice served under clause 5.3 (and which are capable of performance) and in each case provided that the same are properly set out in the Sub-Contractor's notice given pursuant to clause 5.1, or have properly arisen after the date of service of such notice provided that:
- (a) if any such amounts, obligations or liabilities are disputed by the Council in accordance with the dispute resolution procedure in the Sub-Contract, the Council shall only pay such amounts, perform such obligations and incur such liabilities found to be due as a result of such procedures; and
  - (b) the Council shall not be liable for, nor shall it be obliged to make any payment to the Sub-Contractor in respect of any work and/or services provided nor any materials supplied nor any other claims or demands under the Sub-Contract to the extent that either the Council has already made payment in respect of the same to the Contractor pursuant to the Contract or the Council is liable to make payment in respect of the same to the Contractor pursuant to the Contract.
- 5.7 The Sub-Contractor further covenants with the Council that if the Contract has been terminated or is otherwise of no force or effect or if notice to terminate the Contract has been served, the Sub-Contractor, if requested by the Council, by notice in writing and subject to clauses 5.5 and 5.6, shall

accept the instructions of the Council to the exclusion of the Contractor in respect of the Sub-Contract Services upon the terms and conditions of the Sub-Contract and shall, if so requested in writing, enter into a novation agreement whereby the Council is substituted for the Contractor under the Sub-Contract or, if the Sub-Contract has been terminated, will enter into a new contract with the Council on the same terms as the Sub-Contract but with such revisions as are reasonably necessary to reflect altered circumstances.

- 5.8 Upon payment by the Council in accordance with clause 5.6 of an amount equal to the relevant sum owing from the Contractor, the Sub-Contractor shall assign to the Council all the Sub-Contractor's rights against the Contractor in respect of such unpaid sum, and shall pay to the Council any of the same subsequently received by the Sub-Contractor from the Contractor.
- 5.9 The Council may by notice in writing to the Sub-Contractor appoint another person to exercise its rights under this clause 5, subject to the Council remaining liable to the Sub-Contractor as guarantor for its appointee in respect of its obligations under this Agreement.
- 5.10 As from the date of service of notice under clause 5.3 or 5.7 to the extent that the Sub-Contract operates by reference to the existence and application of the Contract, the Sub-Contract shall be administered and construed as though the Contract were continuing and the Sub-Contract shall therefore continue, subject to amendment only as necessary to reflect the fact that the Contract has in fact terminated and the Council has undertaken the obligations set out in clauses 5.5 and 5.6.
- 5.11 The provisions of clause 5.1 shall not apply in circumstances where the Contract expires by effluxion of time in accordance with its terms.
- 5.12 The Contractor agrees to the foregoing provisions of this clause 5 and agrees to be bound by them.

## **6 CONTINUING SERVICE**

- 6.1 Where the Council is entitled to serve notice under clause 5.3 or under clause 5.7, the Council may, in lieu of the service of notice as provided in such clauses, give notice under this clause 6.1 that the Council does not intend to step in, but that in consideration of the payment to the Sub-Contractor or receipt from the Sub-Contractor, as applicable, of a fee calculated on the same basis as the fee payable under the Sub-Contract, the Council requires the Sub-Contractor to continue to provide services (the **Continuing Service**) to the Council from the date on which the Contract Terminates or from such other date as the Council may specify for a period of twelve (12) Months (the **Extended Period**) (as may be extended pursuant to clause 6.3) from the date on which the Contract terminates, or such other date (as the case may be).
- 6.2 In the event that the Council gives notice under clause 6.1 then the Sub-Contract shall terminate in accordance with its terms and the Sub-Contractor shall enter into a new contract in writing with the Council (or its appointee) on terms and conditions no more onerous than those set out in the Sub-Contract together with such amendments as the Council and the Sub-Contractor shall agree for the performance of the Continuing Service (which shall be the same as the Sub-Contract Services except to the extent varied by the Council) in consideration of the payment by the Council to the Sub-Contractor of a fee calculated on the same basis as the fee payable under the Sub-Contract.
- 6.3 If the Sub-Contractor and the Council agree to continue the provision of the Continuing Services beyond the Extended Period, such extension shall be upon the terms and conditions that shall be no more onerous than those referred to in the Sub-Contract and/or the terms and conditions that have applied during the Extended Period as may be amended by Deed between the parties.



## **7 ASSISTANCE**

### **Obligations to Assist**

- 7.1 The Sub-Contractor shall, upon termination of the Contract or requires the provision of the Continuing Services provide assistance to the Council with any transitional arrangements that may be required by the Council to the extent reasonable and necessary to achieve the minimum disruption to the provision of the Services and an orderly handover and the implementation of an alternative to the Services, whether provided by the Council or a third party (or as the Council shall direct).
- 7.2 In effecting the transitional arrangements referred to in clause 7.1 the parties shall comply with all the relevant provisions of clause pertaining to TUPE and Consequences of Termination and Expiry clauses of the Contract insofar as the same relate to the Sub-Contract Services.

### **Information required for tendering purposes**

- 7.3 The Sub-Contractor shall provide reasonable assistance to the Council in the preparation of tender documentation and/or the provision of information to potential tenderers.

### **Good Faith**

- 7.4 Each party to this Deed agrees to act in good faith and co-operate with each other to facilitate the proper performance of this Deed.

## **8 REMEDIES**

- 8.1 The rights and benefits conferred upon the Council by this Deed are in addition to any other rights and remedies it may have against the Contractor including without prejudice to the generality of the foregoing any remedies in negligence.

## **9 VARIATIONS**

- 9.1 The Contractor and the Sub-Contractor undertake with the Council not to vary or depart from the terms and conditions of the Sub-Contract without the prior written consent of the Council (such consent to be sought in accordance with the Contract), and agree that no such variation or departure made without such consent shall be binding upon the Council, or affect or prejudice the Council's rights hereunder, or under the Sub-Contract or in any other way.

## **10 EXTRANEIOUS RIGHTS**

- 10.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the Sub-Contractor to the Council.
- 10.2 The obligations and liabilities of the Sub-Contractor under or pursuant to this Deed shall not be released, diminished or in any other way be affected by any independent enquiry into any relevant matter which may be made or carried out by or on behalf of the Council by any person nor by any action or omission of any person whether or not such action or omission might give rise to an independent liability of such person to the Council.

## **11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **12 SAVINGS**

- 12.1 Notwithstanding any other provision of this Deed the duties and liabilities owed by the Sub-Contractor hereunder shall be no wider or greater than the duties and liabilities the Sub-Contractor would owe to the Council under the Sub-Contract if (and the same limitations and equivalent defences to any claim brought by the Council shall be available to the Sub-Contractor as if) in lieu of this Deed the Council had been a joint employer under the Sub-Contract provided that the Sub-Contractor shall not be entitled to raise in defence of any claim brought under this Deed or to reduce any amount otherwise payable under this Deed any set-off or counterclaim available to the Sub-Contractor under the Sub-Contract.
- 12.2 The Council shall not be entitled to commence proceedings against the Sub-Contractor under this Deed in respect of any claim after the date on which any proceedings against the Sub-Contractor in respect of such claim would, if brought under the Sub-Contract, have been barred or statute barred (whichever shall be the first to occur).

## **13 SEVERABILITY**

If any term, condition or provision contained in this Deed shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the other provisions of or any other documents referred to in this Agreement.

## **14 WAIVER**

- 14.1 No term or provision of this Deed shall be considered as waived by any party to this Deed unless a waiver is given in writing by that party.
- 14.2 No waiver shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Deed unless (and then only to the extent) expressly stated in that waiver.

## **15 NOTICES**

- 15.1 Any notice to be given by either party hereunder will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet, provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next Working Day. Any notice sent by post will be deemed to have been duly served at the expiration of forty-eight (48) hours after the time of posting if the end of that period falls before 4.45pm on a Working Day and otherwise on the next Working Day.

## **16 GOVERNING LAW AND INTERPRETATION**

- 16.1 This Deed and all non-contractual obligations in connection with this Deed shall be governed by and construed in all respects in accordance with the laws of England and Wales. The English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed.

In witness whereof this document is executed by the parties or their duly authorised representatives as a deed and delivered on the date of this Deed.

THE COMMON SEAL of )  
Central Swindon North Parish Council )  
was affixed to this DEED )  
BY ORDER: )

Director of Administration:

Seal Register No:

**SIGNED** as a **DEED** and **DELIVERED** )  
by [ ] )  
for and on behalf of )  
(the Sub-Contractor) in the presence of: )

Full name of Witness (print) .....  
Full address of Witness (print) .....  
Occupation of Witness (print).....  
Signature of Witness .....

**SIGNED** as a **DEED** and **DELIVERED** )  
by [ ] )  
for and on behalf of )  
("the Contractor") )  
in the presence of: )

Full name of Witness (print) .....  
Full address of Witness (print) .....  
Occupation of Witness (print).....  
Signature of Witness .....

**Tender Form 6**  
**Conflict of Interest Declaration**

***Tenderers should ensure that this is submitted as a separate form.***

**Conflict of Interest Declaration**

Please identify any potential conflicts of interest that could arise as a result of your involvement in the procurement for the award of this Contract.

Examples of circumstances in which potential conflicts could arise include (but are not limited to) where:

Any Tenderer Party or any person employed or engaged by or otherwise connected with a Tenderer Party is carrying out any work for the Council or has carried out work for the Council in the last six months:

A Tenderer Party is providing works or services for more than one potential Tenderer in respect of this procurement process.

If no potential conflict of interest is identified, please underline/circle NO.

Where a potential conflict of interest exists it must be declared, so please underline/circle YES. Full details, (including your proposed approach to dealing with the conflict of interest) must be provided in the box below.

YES / NO

The Declaration should be completed by each Tenderer Party

Organisation's name .....

Name of Signatory .....

Position .....

Date .....

Signed .....

**Part B**  
**Quality Response**  
**Method Statements**

Tenderers are required to submit a **complete set of the Method Statements**.

Tenderers are to note that the Method Statements should be capable of being incorporated into the final Contract without further amendment and should not contain information which is not intended to be or is not contractual.

Tenderers should note that:

- Each Method Statement should be clearly labelled indicating the title and number of each Method Statement at the top of each page;
- The Method Statements should not include non-contractual text;
- You may include appendices to your Method Statements provided that you follow the following guidelines:
  - Appendices must be kept to a minimum and must be relevant and proportionate to the Method Statement in question.
  - Appendices must be limited to diagrams, flow charts, illustrations and relevant policy documents only.

**Therefore Tenderers should ensure that all relevant information is included in the Method Statement itself.**

- If you wish to cross reference from one Method Statement to the other you may do so provided that you follow the following guidelines:
  - Keep cross referencing to a minimum and only include if the material would be duplicated otherwise. If you have sufficient word count please repeat the information.
  - If cross referencing you must include an explicit cross reference by way of: paragraph number, page number AND method statement number and title.

**Evaluators will only evaluate the sections being cross referenced. Please note that if the cross reference is not explicit and the evaluators are unable to identify the section being cross referred to then they will not evaluate it.**

- Tenderers will also complete 5 Tables within Quality Bid Form 1 to provide supporting information for Method Statements MS 4.1, 4.2 and 4.3 as detailed in the Method Statement table below:
  - Table 1.1 Staff (Summer) - MS4.1
  - Table 1.2 Staff (Winter) - MS4.1
  - Table 2.1 Local Staff (Summer) - MS4.2
  - Table 2.2 Local Staff (Winter) - MS4.2
  - Table 3.1 Equipment Summary - MS4.3
  - Table 3.2 Local Equipment Summary - MS4.2
  - Table 4 Vehicle and Equipment List - MS4.3

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
<b>MS 1</b>	<b><u>Community Engagement, Stakeholder Liaison and Added Social Value</u></b>
<b>MS 1.1</b>	<p><u>Community Engagement and Stakeholder Liaison</u></p> <p>The method statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• The specific activities the Contractor shall engage in with the community;</li> <li>• How the Contractor will measure success against their objectives;</li> <li>• How the Contractor will work cooperatively with groups and stakeholders to achieve enhanced standards;</li> <li>• How the Contractor shall maximise the use of their own staff and resources for the purpose of community engagement;</li> <li>• How the Contractor shall provide technical service advice to the Council and other stakeholders</li> <li>• How the Contractor shall develop and support grant funding submissions by the Council and other stakeholders .</li> </ul>
<b>MS 1.2</b>	<p><u>Supporting the Local Economy</u></p> <p>The method statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• How the Contractor will endeavour to support small and medium sized local enterprises in providing the service; and</li> <li>• How the Contractor will maximise the use of local staff, Sub-Contractors and/or suppliers</li> </ul>
<b>MS 1.3</b>	<p><u>Initiatives and Added Value</u></p> <p>The method statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• The Contractor's annual Initiatives and Added Value Plan detailing the scope of activities which will be undertaken, the individual cost of each activity and the expected outcome of these activities; and</li> <li>•</li> </ul>
<b>MS 2</b>	<b><u>Council and Resident Interface Services</u></b>
<b>MS 2.1</b>	<p><u>Interface with other Council contractor and Council Services</u></p> <p>This method statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• How the Contractor intends to liaise with the Council's other departments and other contractors to manage the interface between delivery of Services, Depot and Health and Safety matters.</li> </ul>
<b>MS 2.2</b>	<u>Customer Care</u>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• How the Contractor intends to reduce the number of complaints received on an annual basis;</li> <li>• How the Contractor intends to deal with verbal enquiries directly made to the Contractor on site and how they will proactively act as a filter system to reduce the number of justified complaints to being referred to the Council;</li> <li>• How the Contractor intends to report via the Council's Reporting Systems in the normal course of its operations; and</li> <li>• How the Contractor will manage and respond to logged enquiries from the Council's Customer service desk in a proactive way to ensure responses to service enquires and service requests are within the required timescale</li> </ul>
<b>MS2.3</b>	<p><u>Branding, Website and Social Media</u></p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• The Contractor's proposed initial design for implementation of logos, livery and uniform on vehicles, plant and protective clothing;</li> <li>• How the Contractor intends to present information for the Council's website or other communications methods; and</li> <li>• How the Contractor shall make available to the Council and the format of the Contractors works programme via the internet</li> </ul>
<b>MS 3</b>	<b><u>Contractor's Management of Services</u></b>
<b>MS 3.1</b>	<p><u>Management Structure</u></p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• A management organisation chart showing how resources will be allocated in order to deliver effective and efficient contract management, supervision, administration and back up;</li> <li>• Levels of competency of the contract management, supervision and administration staff, including experience and qualifications and job descriptions of all position;</li> <li>• Responsibilities for day to day liaison with the Authority, formal reporting and liaison meeting, including deputising arrangements;</li> <li>• Responsibilities for delivery of out of hours and emergency response;</li> </ul>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>• Procedures for the management and supervision of the workforce to ensure that the Services are delivered in accordance with the Specification and the Method Statements;</li> <li>• Staff welfare and depot arrangements;</li> <li>• Staff code of conduct;</li> <li>• The Contractors disciplinary procedures;</li> <li>• Evidence of compliance with equalities and diversity guidance;</li> <li>• Evidence of an ongoing commitment to training and development of all staff; and</li> <li>• Details of proposed supervision including coaching and mentoring of the apprenticeship scheme.</li> </ul>
<b>MS 3.2</b>	<p><u>Contract Monitoring and Reporting</u></p> <p>The Method Statement as a minimum should detail how the Contactor intends to monitor their performance, the form of self-monitoring used for the contract, and how this monitoring will identify non-conformances, along with rectifications. This should include:</p> <ul style="list-style-type: none"> <li>• Proposals for obtaining, collating, analysing and reporting information for the purposes of: <ul style="list-style-type: none"> <li>- Providing information required in Monthly Reports and Annual Reports; and</li> <li>- Managing and monitoring service quality and/or compliance with the Specification and KPIs.</li> </ul> </li> </ul>
<b>MS 3.3</b>	<p><u>Mobilisation and Expiry</u></p> <p>Proposals for the mobilisation plan to demonstrate how the service handover will be managed and the key activities to be undertaken during the mobilisation period. This will include working processes and liaison with the Council and the incumbent contractor.</p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• The activities which will be undertaken to mobilise the Contract and service, an annual programme for their delivery, including (without limitation):</li> <li>• Staff transfer and consultations</li> <li>• Transfer of records and documents;</li> <li>• Setting up information management systems;</li> </ul>



Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>• The procurement of any required vehicles and equipment or materials;</li> <li>• Setting up management systems; and</li> <li>• Proposals on how the end of the Contract will be managed and how the Contractor will ensure the efficient and effective transfer of responsibilities to the Council and/or a new service provider.</li> </ul> <p><u>Depot establishment</u></p> <p>Proposal's for the planned establishment of the proposed depot facility, including how key activities will be undertaken.</p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• Vehicle movement and storage;</li> <li>• Parking;</li> <li>• Servicing and maintenance facilities;</li> <li>• Storage</li> </ul>
<b>MS 3.4</b>	<p><u>Information and Management Systems</u></p> <p><u>Information Management System</u></p> <p>Methodology for developing and maintaining the Information Management Systems and maintaining and monitoring its accuracy to include sharing of information with the Council's Customer Contact Centre/Customers.</p> <p>As a minimum the Method Statement should detail how:</p> <ul style="list-style-type: none"> <li>• Details of the ICT systems and any other business supporting systems e.g. use of PDAs to be used in the Contract;</li> <li>• Proposals for sharing electronic data with Council systems;</li> <li>• Details of data and information security; and</li> <li>• How the Information Management System is populated and updated and how it reports the KPI targets.</li> </ul> <p><u>Management Systems</u></p> <p>As a minimum the Method Statement should detail:</p> <ul style="list-style-type: none"> <li>• The processes and procedures that demonstrate all current applicable Codes of Practice and Good Industry Practice will be complied with throughout the full Contract period;</li> <li>• Procedures to ensure compliance with standards and accreditations such as ISO9001;</li> </ul>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>• How environmental management will be delivered through the contract and throughout the supply chain;</li> <li>• Proposals with regard to ISO14001 and managing the carbon footprint; and</li> <li>• Proposals regarding the re-use, recycling and composting of waste generated by the Service.</li> </ul>
<b>MS 3.5</b>	<p><u>Health &amp; Safety and Welfare Plan</u></p> <p>As a minimum the Method Statement should detail:</p> <ul style="list-style-type: none"> <li>• Provision of the Contractor's Health &amp; Safety Policy;</li> <li>• Procedures to ensure compliance with standards and accreditations such as OHSAS18001;</li> <li>• Health and safety resources, including staff health and safety training and the assessment of competence; and</li> <li>• Details for managing health and safety procedures and safety Management Systems, including inspection and monitoring of standards to comply with health and safety legislation through the delivery of the Contract.</li> </ul>
<b>MS 3.6</b>	<p><u>Risk Management, Business Continuity and Emergency Plans</u></p> <p><u>Risk Management</u></p> <p>As a minimum the Method Statement should detail:</p> <ul style="list-style-type: none"> <li>• Procedures to ensure compliance with standards and accreditations such as ISO31000</li> <li>• A summary of the risks associated with the delivery of the Services</li> <li>• Procedures on how risks will be mitigated and managed.</li> </ul> <p><u>Business Continuity</u></p> <p>As a minimum the Method Statement should detail:</p> <ul style="list-style-type: none"> <li>• The extent to which the Business Continuity plan complies with the principles of ISO22301;</li> <li>• How the Business Continuity Plan is developed, maintained and implemented, including maintenance of appropriate contact details for all staff delivering the services;</li> </ul>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>• How lessons learned from any Business Continuity incident or exercises are implemented;</li> <li>• How Services delivered under the Contract will be prioritised in any incident;</li> <li>• How the Business Continuity Plan is activated and the roles and responsibilities within it;</li> <li>• A 24 hr/day contact point in the event of emergencies;</li> <li>• The proposed means of communication with Council and own staff during emergencies; and</li> <li>• Details of how each aspect of the Services will be operated in the event of them being unavailable on a temporary or permanent basis <ul style="list-style-type: none"> <li>- any facility</li> <li>- contractor's equipment</li> </ul> </li> </ul> <p><u>Emergency Plans</u></p> <p>The Method Statement as a minimum should provide:</p> <ul style="list-style-type: none"> <li>• Details of availability of supervision and staffing, plant and equipment and evidence that there is sufficient capacity to cover a 24/7 in and out of hours response in accordance with the Specification;</li> <li>• Arrangements for dealing with emergencies resulting from fallen trees, adverse weather and flooding;</li> <li>• Arrangements for the disposal of waste generated by an emergency event;</li> <li>• Details of the procedures for recording and updating information following an emergency; and</li> <li>• Details of arrangements for carrying out emergency work, including: <ul style="list-style-type: none"> <li>- Out of hours and emergency reporting and contact details</li> </ul> </li> </ul>
<b>MS 4</b>	<b><u>Operational Management</u></b>
<b>MS 4.1</b>	<p><u>Operational Staffing and Training</u></p> <p><u>Staffing</u></p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>• An organisation chart showing how resources including supervision and back up will be allocated to the Service. <b>(Tenderers should also complete Table 1.1 Staff (Summer) and Table 1.2 Staff (Winter) in Quality Bid Form 1);</b></li> </ul>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>Staffing numbers, working hours, shift patterns (if applicable) with back up arrangements to ensure uninterrupted service;</li> <li>How the Contractor ensures that sufficient staff are available to cope with seasonal fluctuations in work load and / or absences through sickness, holiday etc;</li> <li>Expected levels of competency of the workforce, including experience and qualifications along with a detailed training plan / procedure; and</li> <li>Details of proposed apprenticeship scheme, including details of minimum total number of apprentices and the career progression and learning and development support arrangements, including duration of apprenticeship placements.</li> </ul> <p><u>Subcontractor arrangements</u></p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>Details of activities and areas of work identified by the contractor for sub-contracting; and</li> <li>Details of any proposed Sub-Contractors/suppliers who may be undertaking any of the services and how performance will be managed.</li> </ul>
<b>MS 4.2</b>	<p><u>Localised Working</u></p> <p>As a minimum the Method Statement should provide:</p> <ul style="list-style-type: none"> <li>Details of the proposed localised working structure clearly identifying resources allocated to each service. <b>(Tenderers should also complete Table 2.1 Local Staff (Summer) and Table 2.2 Local Staff (Winter) in Quality Bid Form 1);</b></li> <li>The numbers of vehicles, machinery and equipment associated with each service <b>(Tenderers should also complete Table 3.2 Local Equipment Summary in Quality Bid Form 1);</b></li> <li>Details of how the Tenderer will ensure the Parish based operation is responsive and flexible enough to deliver additional Parish requests with no affect on Core Service Standards; and</li> <li></li> </ul>
<b>MS.4.3</b>	<p><u>Vehicles and Equipment</u></p> <p>The Method Statement as a minimum should detail:</p> <ul style="list-style-type: none"> <li>The numbers of vehicles, machinery and equipment associated with the Contract <b>(Tenderers should also complete Table 3.1 Equipment Summary and Table 4 Vehicle and Equipment List in Quality Bid Form 1);</b></li> </ul>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>Proposed back up arrangements for vehicles, machinery and equipment associated in the event of breakdown;</li> <li>Proposed maintenance arrangements to ensure all vehicles and equipment are safe and efficient to operate; and</li> <li>Methodology for planned lifecycle replacement of vehicles and equipment.</li> </ul>
<b>MS 5</b>	<b><u>The Services</u></b>
<b>MS 5.1</b>	<p><u>Street Cleansing</u></p> <p>As a minimum the Method Statement should provide:</p> <ul style="list-style-type: none"> <li>A 12 month works programmes by activity to cover all activities detailed in the Specification</li> </ul> <p>Note: All electronic versions of work programmes must be submitted in Excel</p>
<b>MS 5.2</b>	<p><u>Grounds Maintenance</u></p> <p>As a minimum the Method Statement should provide:</p> <ul style="list-style-type: none"> <li>A 12 month works programmes by activity to cover all activities detailed in the Specifications</li> </ul> <p>Note: All electronic versions of work programmes must be submitted in Excel</p>
<b>MS 5.3</b>	<p><u>Trees</u></p> <p>As a minimum the Method Statement should provide:</p> <ul style="list-style-type: none"> <li>Details of how the Contractor will undertake basic ground level maintenance operations in accordance with the Specification and how these will be identified and incorporated into other routine core service provision;</li> <li>Proposals on how the Contractor will undertake a borough wide tree survey, including the number of staff deployed on each operation and level of qualification for each member of staff, a outlined in the key requirements in the Specification</li> <li>Proposals on how the Contractor will implement, monitor and ensure performance against the programme of work to ensure effective use of resources from 1<sup>st</sup> April 2020 and deliver increased levels of productivity via an agreed methodology with the Councils Authorised Officer.</li> </ul>

Method Statement Number	Description of minimum requirement for the Method Statements (Tenderers to note these lists are not exhaustive and Tenderers are expected to set out how they propose the Services will be provided and/or requirements met in each of these areas)
	<ul style="list-style-type: none"> <li>Proposals on how the Contractor will provide an out of hours emergency response service as detailed in the Specification</li> <li>Proposals on how the Contractor will resource in hour's emergency response to weather events such as storm and snow.</li> </ul>
<b>MS 5.4</b>	<p><u>Annual Efficiency Plan</u></p> <p>As a minimum the Method Statement should detail:</p> <ul style="list-style-type: none"> <li>Proposals for expected operational efficiencies in accordance with the Specification which will be achieved throughout the Contract Period, to include: <ul style="list-style-type: none"> <li>- How these will be achieved and implemented and over what period of time;</li> <li>- The impact, if any, on the Core Services and specified standards; and</li> <li>- The benefits its will bring to the Service and stakeholders.</li> </ul> </li> </ul> <p>Each efficiency proposal must be accompanied with an outline cost saving which fully demonstrates how the Tenderer has calculated the efficiency. Summarised cost savings must also be itemised in Pricing Table 1.</p>

**Part B – Quality Response**

**Quality Bid Form 1**

**Part C – Financial Response**  
**Pricing Table**