



Invitation to Tender (ITT)

Supply and Installation of
Safety Surfacing at
King George V Field Play Area,
Haydon Wick, Swindon

INSTRUCTIONS TO CONTRACTORS

- a) Contractors must complete all the areas shaded in yellow to ensure their bid is presented in a compliant format.
- b) Contractors must answer “True” Sections where a True or False Question is available to be considered further.
- c) Please adhere to any maximum word count requirements in your response, failure to do so will mean all text submitted over the maximum will be disregarded in the evaluation process.
- d) Please ensure a hard copy of the fully completed and signed document is returned with the Form of Quotation, Certificate of Bone Fide Quotation, Freedom of Information Act exemption and any other documents referred to in this invitation to tender form to the address specified in section 1.
- e) The Contractor should seek to clarify any points of doubt or difficulty before submitting a quotation, for this purpose contact can be made, in writing, to the named authorised officer only as detailed in section 1.6 below.
- f) Clarifications should be sought in accordance with the timescales detailed in 1.9 below, all clarification response statements will be made available to all Contractors.
- g) Haydon Wick Parish Council shall incur no obligation or liability whatsoever to anyone by issuing the request or action by any party relative hereto.
- h) Any costs incurred by the quotation in responding to this request or in support of activities associated with the response to this request are to be borne by the Contractor and are not reimbursed by Haydon Wick Parish Council.

SECTION 1 – ITT INFORMATION

CONTACT DETAILS

1.1	Invitation to Tender Title	Supply and Installation of Safety Surfacing at King George V Field Play Area
1.2	Organisation	Haydon Wick Parish Council
1.3	Originator telephone number	01793 722446
1.4	ITT clarifications email address	clerk@haydonwick.gov.uk
1.5	ITT response address	Haydon Wick Parish Council Parish Council Offices Thames Avenue Haydon Wick Swindon SN25 1QQ FAO Georgina Morgan-Denn (Confidential)
1.6	Haydon Wick Parish Council Authorised Officer	Georgina Morgan-Denn
1.7	Estimated total value (£)	£45,000 exc VAT

TIMESCALES & PAYMENT TERMS

1.8	Date ITT advertised	Date Issued – 28 th September 2020
1.9	Date/time ITT clarification questions should be received by email to the Haydon Wick Parish Council Authorised Officer as identified in 1.6 above	Time: 12:00 Date: 9 th October 2020
1.10	Date/time completed ITT response to be received by post and email to the Haydon Wick Parish Council Authorised Officer as identified in 1.6 above	Time: 10.00 Date: 28 th October 2020
1.11	Tender evaluation	2 nd November – 4 th November 2020
1.12	Clarification meetings with suppliers, if required	5 th November – 6 th November 2020
1.13	Estimated Contract Award Date	24 th November 2020 which is then subject to a ten (10) day Standstill Period.
1.13	Place Order	4 th December 2020
1.14	Project Start Date (Subject to weather conditions)	1 st February 2021

SECTION 2 - SCOPE OF WORKS

DESCRIPTION OF THE WORKS

2.1 The Council is currently seeking to appoint an experienced and qualified contractor to reinstall the safety surface of the King George V Play Area, Haydon Wick. The play area is nestled in a green open space and has two play areas within its vicinity; a toddler park which is in need of repairs to existing surface and the main separate park within the same grounds, aimed at older children. In the main park we require the existing surfaced to be removed and replaced with a rubber wet pour surface.

2.2 Main park – remove and dispose of existing surface and relay safety surface. Subbase to a depth of 40mm, suitable membrane, stone base to a depth of 50mm, and safety surface depth appropriate to equipment free fall height. The top surface to comprise a mixture of high strength EPDM rubber granules bound together with polyurethane.

2.3 Toddler Park – supply and install safety surface onto existing base ranging from 40mm-60mm depth appropriate to free fall height. The top surface to comprise a mixture of high strength EPDM rubber granules bound together with polyurethane.

2.4 Ensure all the surfacing materials used are designed, manufactured, and installed to a current British Standards 1176 and 1177. Approved members of CHAS and Construction Line.

2.4 Conduct a pre installation survey to confirm the base is prepared correctly prior to the work commencing. If removal is deemed necessary, this could be done internally by our Parks & Open Spaces Team. Site visits can be arranged.

2.5 The colour and design of the safety surfacing is a chance for the contractor to be innovative which complements the natural surroundings. The final designs will be agreed on award of contract.



Operational Guidelines

The following requirements to be complied with:

- a) Avoid sharp turns and scuffing with vehicles on grass areas
- b) Vehicle weight/pressure should be of a type to prevent compacting or rutting
- c) Sites to be kept tidy – debris to be removed from adjacent areas (paths, etc.)
- d) All operatives to wear relevant Person Protective Clothing to ensure a reduction any potential injuries
- e) All areas to have a Risk assessment carried out prior to the initial cut. All operations to be covered by relevant insurance including £5,000,000 public liability insurance

Note: If inclement weather or site conditions prevent cutting the Contractor must resume the project as soon as possible as practicable.

Working hours

The Contractor shall not undertake any work at any area outside of the following times:

- 7.30am and 6.00pm Mondays to Fridays
- 8.00am and 6.00pm on Saturdays
- 9.00am and 2.00pm on Sundays

These hours may be varied in the event of an emergency either by seeking permission from the Council or by request from the Clerk. In either case the variation will be confirmed within 24 hours.

Access

- Access to the area to be resurfaced is restrictive of the size of vehicle/machine that can be used. It is the responsibility of the Contractor to acquaint themselves with the access to each area, and any other problems affecting access relating to all areas
- The Contractor shall avoid, where possible, vehicle encroachment onto the area during excessively wet ground conditions.

- Any damage caused due to encroachment onto grass and other areas by the Contractors plant or vehicles shall be made good at the Contractor's expense and within time limits specified by the Council

Health, Safety and Welfare Measures

The Contractor shall ensure that all safety and welfare measure required by virtue of Clause 18 of the Conditions and the provisions of any enactment or Regulations are strictly complied with, including without limitation,

The Construction (Lifting Operations) Regulations 1961;

The Construction (General Provisions) Regulations 1961;

The Offices, Shops and Railways Premises Act 1963;

The Construction (Health and Welfare) Regulations 1966;

The Construction (Working Places) Regulations 1969;

The Highways Act 1971;

The Health and Safety at Work Act 1974;

The Highways (Amendment) Act 1986;

The Control of Substances Hazardous for Health Regulations 1989;

Electricity at Work Regulations 1989;

Noise at Work Regulations 1989;

The Water Act 1991;

and any other relevant legislation which may be introduced during the life of the contract together with all and any amendments to the above regulations and enactments and the working rules or Codes of Practices of any industry whether instituted by the industry or government of any other competent body.

All works in connection with this Contract shall be carried out using all necessary PPE and suitable clothing etc. At all times the contractors' staff will wear clothing and/or high visibility garments clearly marked as working on behalf of the Council.

The Contractor shall provide the following minimum safety equipment for use by the operator(s):

- Safety helmet to British Standards;
- Gloves;
- Goggles/eye shield;
- Safety boots (with internal or external steel toecap);
- Ear-defenders; if necessary
- First aid kit

The Contractor shall always comply with precautions against fire detailed in the Health and Safety statement submitted by him to the Council. These precautions may be amended with the consent of the Clerk.

The Contractor shall inform the Clerk immediately of any unsafe feature or any matter or cause for public concern on any area at which he is providing the services required. The Contractor shall confirm these details in writing within 48 hours.

The Contractor shall provide and maintain all necessary facilities for his own employees and for those employed by the Sub-Contractors, including washing facilities.

Accident report

In event of an accident or a dangerous occurrence the Contractor will prepare a report. A copy of all accident reports or reports of dangerous occurrences occurring in relation this Contract shall be sent to the Clerk who is responsible for the area at which the incident occurred within 48 hours of the occurrence.

Legal requirements

The Contractor shall satisfy themselves as to, and comply with, all Legal Requirements affecting the provision of the work required and in particular (but without limitation) with regard to the control of traffic and the conduct of persons, and shall pay any costs or expenses incurred in complying therewith.

Noise control

The Contractor shall ensure that all measures to control the noise levels produced by his operations on site required under or by virtue of any enactment or regulation or by the working rules of any industry, are strictly complied with.

The Contractors attention is drawn to the Noise Abatement Act 1960 and the Control of Pollution Act 1974 and all amendments thereto, and the paragraph defining the permitted working hours. Attention is also drawn to the Noise at Work Regulations 1989.

Cleaning roads and footpaths

The Contractor shall take all necessary measures to prevent the deposition of mud, onto both private or public roads and footpaths, and shall keep the approaches to any location clear of mud and debris.

Tools and plant

The Contractor shall provide all tools, plant, vehicles, implements and machinery necessary for the proper execution of the work and clear away on completion. All Contractor's vehicles and safety clothing are to be clearly marked with the name of the Contractor.

Plant and tools shall be used in the correct manner and for the correct purpose. All plant and tools shall be provided with the correct guarding, interlocking devices etc. The safety devices shall always be used when operating any tools and/or plant. Any plant and tools shall be satisfactorily maintained, and records of maintenance shall be available for inspection. The responsibility for maintain the required records and the servicing of equipment lies with the Contractor.

Materials

All vehicles, materials, equipment, and chemicals to be used in meeting the demands of the contract shall be supplied by the Contractor and included in his rates.

Existing grass swards – reinstatement of damage

The Contractor shall make good any damage caused to existing grass swards at any location as a result of the Contractor's operations. The reinstatement of the grass shall be to the satisfaction of the Clerk and entirely at the Contractor's expense. This includes any damage caused by cutting with inappropriate machinery or at inappropriate times and any damage caused by herbicides.

Removal of litter, rubbish and arisings prior to and on completion of works

The Council shall remove from the work area all rubbish and litter arising from the work provided under this Contract both as it accumulates from time to time and at the completion of every working day. The Contractor has the responsibility to bring any issues arising to the Council prior to work taking place. This includes all trimmings and pruning arising from work operations, edging and leaf clearance operations, and all other debris of litter.

Inclement weather

The Contractor shall perform the Standard Services and Additional Services to the Contract Standard and in accordance with the programme of works regardless of the weather or climatic conditions. In exceptionally adverse weather conditions, the Contractor may seek the Clerk to the Council's approval to suspend all or any part of the required work for the period during which the adverse weather conditions continue. The Clerk to the Council acting reasonably and without undue delay may give such approval.

CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)

Please answer "True" to state you **comply** with the information provided in Section 2 Scope of Works above to be considered further. Tenderer to indicate PASS FULLY, PASS PARTIALLY or FAIL.

SECTION 3 – ORGANISATION DETAILS

3.1	Full Name of Organisation	
3.2	Registered Address	
3.3	Postcode	
3.4	Company Registration Number	
3.5	Registered VAT Number	
Parent Company Details (if applicable)		
3.6	Name of Holding/Parent Company	
3.7	Address of Parent Company	
3.8	Postcode	
3.9	Parent Company Registration Number	

3.10	Date of Incorporation, Formation of Partnership or Commencement of Holding Company	
3.11	Legal Status (e.g. Partnership, Private Limited Company)	
Contact Details		
3.12	Name	
3.13	Position	
3.14	Address (if different from main address)	
3.15	Postcode	
3.16	Telephone Number	
3.17	E-mail Address	

SECTION 4 – SUITABILITY ASSESSMENT QUESTIONS (True or False)		
4.1	The Contractor confirms their latest annual turnover is over £150,000 (If your company is less than 12 months old please confirm your extracted accounts from your Parent Company meet the minimum Turnover threshold) If you are the preferred bidder following evaluation you will have to provide a copy of your company accounts to support this	
4.2	The Contractor confirms their Net Worth is over £150,000	
4.3	The Contractor confirms that none of their Directors or relatives has been or is presently a Member of the Authority or an employee of the Authority.	
4.4	The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your organisation has not been prosecuted under EU law in the last three years	
4.5	The Contractor confirms that they are willing to have the following levels of insurance cover if awarded the Contract: Employer Insurance £5,000,000, Public Liability £5,000,000, Professional Indemnity £2,000,000. If you are the preferred bidder following evaluation you will have to provide a copy of your insurance certificates.	
4.6	The Contractor confirms their Organisation complies with UK Health and Safety legislation. If you are the preferred bidder following evaluation you will have to provide a copy of your Health and Safety Policy	
4.7	If the Contractor confirms that if they have been prosecuted for Health and Safety offences in the last 3 years, they must confirm you have implemented procedures to rectify the issues identified. If you are the preferred bidder following evaluation you will have to provide a copy of the evidence	
4.8	The Contractor confirms their Organisation and any of their subcontractors comply with the Equality Act 2010 and work within any requirements of Haydon Wick Parish Council's Equality duties	
4.9	The Contractor confirms that none of their Directors or Organisation been prosecuted under the Bribery Act 2010	
4.10	The Contractor confirms that if they are the preferred bidder following evaluation they may have to provide a copy of relevant references if requested by the Authority.	

4.11	The Contractor confirms that if using subcontractors, they will abide by the Payment Terms of the Contract	
<i>If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to this criteria within 5 working days of being notified to this effect.</i>		

SECTION 5 – PREVIOUS EXPERIENCE

5.1	The Contractor confirms that their Organisation has not been convicted of the following offences;	
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or articles 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906		
(c) the common law offence of Bribery		
(d) bribery within the meaning of sections 1, or 6 of the Bribery Act 2010, or section 113 of the Representation of People Act 1983		
(e) where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: -		
(i) the common law offence of cheating the Revenue;		
(ii) the common law offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing and concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed -		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 of that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered in subparagraph(f);		
(h) money laundering within the meaning of sections 340 and 415 of the Proceeds of the Crime Act 2002;		

(i) an offence in connection with the proceeds of the criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009;		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57 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		
5.2	The Contractor confirms that their Organisation has not been convicted of child labour or any other human trafficking offences	
5.3	The Contractor confirms that they have not made a breach of obligations relating to payment of taxes or social security	
5.4	The Contractor confirms that they are not bankrupt or are the subject of insolvency or winding-up proceedings, where assets are being administered by a liquidator or by the court, where there is an arrangement with creditors, where business activities are suspended or there is any analogous situation arising from a similar procedure under the laws and regulations of any State;	
5.5	The Contractor confirms that they have not violated any environmental, social or labour law	
5.6	The Contractor confirms that they have not been guilty of grave professional misconduct, which renders its integrity questionable	
5.7	The Contractor confirms that there is no conflict of interest arising in the conduct of this procurement procedure	
5.8	The Contractor confirms that it has not sought to unduly influence the Authority's decision or obtain information with a view to gaining a competitive advantage	

SECTION 6 - QUALITY

This section includes any questions relating to the quality of the solution offered

6.1	<p>Please submit a statement (max 750 words and diagrams/photos) explaining how you will approach the scope of works detailed in section two paying special attention to:</p> <ul style="list-style-type: none"> - System for monitoring and improving quality - External awards or quality accreditation schemes - Action your organisation employs to adhere to sustainable initiative - Information on innovative designs - Sustainable/ environmentally friendly
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CONTRACTOR RESPONSE

6.2	Please provide an outline your method statement and proposed teams and relevant
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	experience and qualification (max 500 words and diagrams/photos).
CONTRACTOR RESPONSE	
SECTION 7 - PRICE	
The Contractor shall confirm the price (exclusive of VAT) to complete the works in the Pricing Schedule.	
CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)	
Please confirm you have provided a pricing schedule	TRUE/FALSE

SECTION 8 – LEGAL COMPLIANCE		
<i>The following documents will form any subsequent binding agreement</i>		
TERMS AND CONDITIONS		
8.1	<p>Agreement Invitation to Tender ITT Pricing schedule Preambles Section A – General Requirements Additional Z Clauses for Works Contracts Certificate of Bona Fide Tender Freedom of Information Exemption Form Clarification to the ITT and responses</p> <p>Authority address Georgina Morgan-Denn Haydon Wick Parish Council Parish Council Offices Thames Avenue Haydon Wick Swindon SN25 1QQ</p> <p>Review Meetings: As appropriate during the construction period.</p> <p>Possible Extension of Term: Not applicable</p>	
	Professional Indemnity £2,000,000	
CONTRACT PARTICULARS		
Clause	Subject	
DECLARATIONS		
8.2	Form of quotation document	<i>Appendix 1</i>
8.3	Certificate of bona fide quotation	<i>Appendix 2</i>
8.4	Freedom of Information Act Exemption Form	<i>Appendix 3</i>

CONTRACTOR RESPONSE (Pass/Fail Question)

Please indicate acceptance of binding documents and amendments within Section 8 Legal Compliance documents set out above

Yes/No

SECTION 8 – EVALUATION MODEL**9.1 TRUE OR FALSE SELECTION CRITERIA**

All True and False Questions must be answered “True” to be able to be considered for this quotation process.

The evaluation model below shall be used for this ITT, which will be determined to two decimal places.

General	ITT response in the correct format	TRUE/FALSE
Section 1	ITT response received on time	
Section 1	The price shall be within the budget stated in Section One.	
Section 2	Compliance to Scope	
Section 4	No Legal proceedings as set out in 4.4	
Section 4	Acceptable financial profile	
Section 4	Insurance levels compliance	
Section 4	Health and Safety compliance	
Section 4	Equalities compliance	
Section 4	No, your organisation has not been prosecuted for bribery (section 1 and 6) within the Bribery Act 2010.	
Section 4	Relevant references can be provided	
Section 8	Adherence to all areas in Section 8 ‘Legal Compliance’	

9.2 SCORING AWARD CRITERIA (Out of 100%)

Section 6	Quality	75%
Section 7	Price	25%
Total		100 %

Evaluation Criteria

Non-Price elements will be judged on a score from 0 to 10, which shall be subjected to a multiplier so criteria worth 20% will have a 0-10 score and a multiplier of 2. The 0-10 score shall

be based on:	
0-1	The Question is not answered, or the response is completely unacceptable. It does not meet the minimum requirement, or they have completely missed the point of the question
2-3	Very poor response and not acceptable – fails to meet the minimum requirement/standard. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
4-5	Poor response only partially satisfying requirement/standard with deficiencies apparent. Some useful evidence provided but response falls well short of minimum requirements.
6-7	Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
8-9	Response meets our expected requirement/standard and exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted
10	Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed
Price elements will be judged on the following criteria.	
<p>The lowest price for a response which meets the pass criteria shall score 10. All other bids shall be scored on a pro rata basis in relation to the lowest price.</p> <p>For example - Bid 1 £100,000 scores 10, Bid 2 £120,000 differential £20,000 or 20% remove 20% from price scores 8, Bid 3 £150,000 differential £50,000 remove 50% from price scores 5, Bid 4 £175,000 differential £75,000 remove 75% from price scores 2.5. The lowest score possible is 0. All scores are then subjected to a multiplier e.g. if price has a scoring criteria of 70%, the multiplier will be 7.</p>	

APPENDIX 1

Form of Quotation

To:
Haydon Wick Parish Council
Parish Council Offices
Thames Avenue
Haydon Wick
Swindon, SN25 1QQ

Title: Resurfacing KGV Play Area

Having examined the contents of the Invitation to Tender document, terms and conditions of Agreement, product/service specification(s), we offer to carry out the work in conformity with the said conditions for the maximum fixed prices detailed in the attached pricing schedule(s).

We undertake to carry out the works specified within the period stated in the invitation to tender.

Our quotation offer shall be binding between us for a period specified from the closing date for receipt of quotations.

Unless and until a formal agreement is prepared and executed this Quotation and a written acceptance thereof shall constitute a binding contract between us.

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

We further undertake, if our Quotation is accepted, to comply with all the General Conditions of Contract and Specifications for the service comprising the contract.

Dated this day of 20

Signature_____

Name: in the capacity of

duly authorised to sign quotations for and on behalf of:

Witness:

Address:
Occupation/Profession

APPENDIX 2

Certificate of Bona Fide Quotation

The essence of selective quotationing is that the client shall receive bona fide competitive quotations, from all those quoting. In recognition of this principle, we certify that this is a bona fide quotation, intended to be competitive and that we have not fixed or adjusted the amount of quotation by or under or in accordance with any agreement with any other person.

We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this quotation any of the following:

- (a) Communicate to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotations, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations for the preparation of the quotation;
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted;
- (c) Offer to pay or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other quotation or proposed quotation for the said supply / service any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated, and any "agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We acknowledge that the Authorised Officer will be entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if we or our representatives (whether with our without our knowledge) shall have practiced collusion in quoting for this contract or any other contract with the Authority or shall employ any corrupt or illegal practices either in the obtaining or execution of this contract or any other contract with the Authority:

Signed: _____

Name:

Occupation/Profession:

For and on behalf of:

APPENDIX 3

Freedom of Information Act 2000 (FOI) Exemption Form

GUIDANCE

The Authority encourages its Contractors to take their own legal advice about the FoI Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

NB: Contractors should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.

PROCEDURE

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

CONFIDENTIAL INFORMATION:

COMMERCIALLY SENSITIVE INFORMATION:

2. The Authority is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information.

Where the Authority decides to release such information, it will only do so in the following circumstances:

- Where the Contractor consents; or
- Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question);or
- Where the Contractor has been advised, at the time that the information is received, that the information will be released; or
- Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor is able to refer the matter to the Information Commissioner at the Contractor's expense.

Signed

Position

Print Name

Date

ITT submission checklist:

Document	Requirements	Checked
ITT Document	Contractor response fields (yellow) completed	
Pricing Schedule	fully completed and included in submission pack	
Form of Quotation	fully completed and signed and included in submission pack	
Certificate of Bona Fide Quotation	fully completed and signed and included in submission pack	
Freedom of Information Act 2000 Exemption Form	fully completed and signed and included in submission pack	