**ff**

**SUB THRESHOLD TENDER  
[£50,000] up to EU Threshold  
Competitive process, advertised and electronic tendering**

**No cross border interest**

***Last Updated 251019***

**Peterborough City Council**

**INVITATION TO TENDER**

**PRF 543 Provision of Treatment of Street Sweeping Materials.**

**Bids submitted after the stated closing date and time *will not* be considered.**

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| **Invitation to Tender No:**  **PRF 543** | | Peterborough City Council  Address: Sand Martin House Bittern Way, Fletton Quays  PE2 8TY |
| **Tender for:**  **Period of Contract:** | Provision of Treatment of Street Sweeping Materials.  3 years with no option to extend | **Due for return by 12:00 Noon on:**  Wednesday, 20/01/2021  **Bids submitted after the stated closing date and time will not be considered.** |

1. INTRODUCTION

General

* 1. The Authority is issuing this Invitation to Tender ("ITT") in connection with the Procurement.
  2. All interested Bidders can submit a Bid for this Procurement. This ITT provides further details of the Procurement and the process for submitting Bids.
  3. The following approach will be taken to the contract arrangements:

**1.1.3 Services required by** the Authority: the Authority will enter into the Contract with the successful Bidder.

Communications / Contact

* 1. The Authority is using the SourceDogg Procurement Portal for the Procurement Process: <https://www.sourcedogg.com/> ("the Procurement Portal").
  2. Bidders must not approach any member of the Authority in relation to the Procurement or the Procurement Process, other than by using the Supplier Q&A section within the Procurement Portal.
  3. Any technical questions relating to the use of the Procurement Portal website should be addressed using the Click here to chat function located on the right hand side of the Procurement Portal. This is only the technical support line and any ITT queries should be directed to the relevant procurement team running the procurement through the Supplier Q&A section within the Procurement Portal.

Bid Procedure

* 1. This ITT has been developed to achieve the selection of a supplier to deliver the Procurement. The Procurement is above £50,000 in value but below the relevant EU threshold and is not subject to Parts 2 and 3 of the Public Contracts Regulations 2015.
  2. The Authority will evaluate Bidders' responses to the suitability assessment questions in Appendix 6: Suitability Assessment Questionnaire before evaluating the remainder of the Bid. Bidders must pass the suitability assessment questions in order to have the remainder of their Bids evaluated.
  3. The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
  4. All documents and Bids will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
  5. The ITT aims to:
* provide information to Bidders on the Procurement and the opportunities available;
* set out clearly the Authority's requirements;
* provide information on the Authority's approach to the ITT process;
* set out the deliverables required from Bidders; and
* set out the evaluation criteria and weightings that the Authority will use to assess Bids.
  1. Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)** below.
  2. The questions that Bidders are required to answer in the ITT are set out in Appendix 10: Financial Submissions to this document.
  3. **Bids should be final and complete in meeting the Authority's** **requirements. Please refer to the submission instructions in Section 5 (Submission Instructions) and the checklist contained in Section 7 (Bid Checklist).**
  4. However, the Authority may request Bidders to clarify aspects of their Bids where the Authority considers it appropriate to do so.
  5. Following the submission of Bids, the Authority expects to undertake an evaluation process to identify the Bidder to be put forward for consideration to be awarded the Contract.
  6. The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including this ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.
  7. The Contract will be on the on the terms set out at **Appendix 3: Contract** to this ITT.  It is important that Bidders carefully review the terms and the information contained in the Important Notices regarding acceptance of Bids.

Definitions

* 1. In this ITT, the following definitions shall apply:

|  |  |
| --- | --- |
| **Definitions** | |
| **Advisers** | Means all professional advisers of the Authority involved in the Procurement Process |
| **Authorised Representative** | Means any employee of the Authority or the Supplier empowered to make decisions relating to the Contract, on behalf of their organisation |
| **Authority** | Means Peterborough City Council or its duly authorised officers |
| **Bid** | Means the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process. |
| **Bidder(s)** | Means individuals and/or Organisations who are interested in submitting a Bid for the Procurement |
| **Confidential Information** | Means all information marked as confidential. Does not apply to any information not marked in this way. |
| **Contract**: | Means the agreement between the Authority and the Supplier for the provision Services being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties |
| **Contract Price** | Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract |
| **ITT** | Means Invitation to Tender |
| **Organisation** | Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK |
| **Procurement** | Means Provision of Treatment of Street Sweeping Materials |
| **Procurement Documents** | Means any document issued by the Authority as part of this Procurement Process |
| **Procurement Portal** | Means Sourcedogg <https://www.sourcedogg.com/> |
| **Procurement Process** | Means the procedure set out in this ITT by which the Procurement will be procured |
|  |  |
| **SAQ** | Suitability Assessment Questionnaire |
| **Supplier** | Means the person or Organisation responsible for carrying out the Contract and shall include the Supplier’s successors and permitted assignees |
|  |  |

1. IMPORTANT NOTICES

General

* 1. This ITT has been prepared by the Authority and is for use by those interested in tendering for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.
  2. Bidders' attention is drawn to the further notices set out in this **Section 2** and **Appendix 1: Important Notices** which form part of the conditions of participation in this Procurement Process and to **Section 5** (**Submission Instructions**) which details how to submit Bids.

1. TIMETABLE AND PROCESS

Procurement Timetable

* 1. The timetable below sets out the key dates in the Procurement Process.

|  |  |
| --- | --- |
| **Date** | **Stage** |
| 21/12/2020 | Procurement Documents made available online. |
| 11/01/2021 | Deadline for clarification questions |
| 20/01/2021 at 12 noon | Deadline for return of Bids via Sourcedogg |
| 21/01/2021 – 15/02/2021 | Evaluation of Bids and recommendation for the successful Bid. |
| 26/02/2021 | Completion of the Authority approval and award decision processes. |
| 4/03/2021 | Publish finalised outcome letters |
| 4/03/2021 – 15/03/2021 | Voluntary 5 days standstill period |
| 16/03/2021 | Award of the contract |

* 1. The Authority reserves the right to amend this timetable as the Procurement Process progresses.

General Information

* 1. Bidders are directed to the information in relation to conflicts, contained in paragraph 2.1 of Appendix 1: Important Notices, and the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Pre Bid Clarifications

* 1. Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in the timetable at paragraph 3.1.
  2. Upon commencement of the Procurement Process Bidders must not approach any member or officer of the Authority with any queries, other than by using the Supplier Q&A section within the Request on the Procurement Portal.
  3. Open the Supplier Q&A Section within the Request by clicking the blue button ‘Supplier Q&A’ at the ‘My Response status’ sidebar and this will show any messages that have already been received and the area to create new messages to then raise any clarification questions.
  4. When creating a clarification question through the Supplier Q&A section ensure you include a subject title that is relevant to the question that is being asked.
  5. In line with European guidelines on equal and fair treatment of Bidders, any information that the Authority dispenses in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
  6. Relevant questions together with the answers will be posted on the Procurement Portal and automatic e-mails will be sent to Bidders informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system.
  7. Bidders registering after clarifications have been posted will not receive notification that messages are available for viewing.
  8. When Bidders first access the ITT they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
  9. On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. The Authority cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

Bid Submissions

* 1. Bids must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

Post Bid Clarifications

* 1. Upon receipt of a Bid the Authority may wish to pose post-Bid clarification questions to Bidders. This process will be administered in writing via the Supplier Q&A section within the Procurement Portal.

Suitability Assessment Questions

Bidders are required to complete and submit the suitability assessment questionnaire alongside their ITT responses (i.e. by the deadline for Bid submissions). Bidders' answers to the suitability assessment questions will be evaluated prior to evaluation of the ITT responses as explained in paragraph 1.11 above.

* 1. Details of the approach to be taken to the assessment of suitability are contained in the instructions to Appendix 6: Suitability Assessment Questionnaire. Bidders should read the instructions in full before completing the questions.]

The Award Criteria and evaluation questions

* 1. Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. The Authority reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.
  2. Answers should contain information to evidence and demonstrate what and how the Bidder intends to deliver the [Services subject of this ITT.
  3. Bidders' answers to the questions are limited to the number of words specified against the question in Appendix 8: Quality Questions(whereapplicable). Where a word limit is specified, **each word** within the answer will be counted towards the word count limit. For example:
* *Forename Surname* = two words;
* *“102”* = one word;
* All wording within or linked to diagrams, pictures, charts or tables (including their labels) will count towards the word limit;
* All text within diagrams, pictures, charts or tables and any diagrams, charts or tables “embedded” within text as a picture or an image will count towards the word limit.
  1. Answers that exceed this word count will be cropped at the word count for the question (excess words over the word count will not be assessed or evaluated). The only exception to this is where words have been specifically stated not to be included within the word count; for example, if the Authority requests a document in support of a Bid and specifically advises that this document is excluded from the word count limit.

The Price Schedule

* 1. The Bidder's price will be calculated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and Appendix 10: Financial Submissions. The price element of the Bid will be scored and will contribute to the overall score for the Bid. The Authority seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within Appendix 10: Financial Submissions
  2. The price variation formula is not evaluated but used to provide information detailing the elements of any price quoted which may be subject to variation after any period of price stability.

Completion of Bid

* 1. Evaluation of a Bid does not imply acceptance by the Authority of the Bidder’s financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Bid evaluation process.
  2. The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Bid contains inaccurate information, the Authority may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

Confidentiality and Freedom of Information

* 1. Bidders must highlight pink any confidential or sensitive information contained in their Bid and mark with the words “in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information.
  2. Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must highlight pink those aspects of their Bid which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Bid as non-confidential.
  3. The Authority will have sole discretion as to whether or not to disclose information marked confidential, and in particular as to whether disclosure is required to comply with the Authority's duties under the Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.
  4. Please see further details regarding confidentiality inAppendix 1: Important Notices.

Return of Certificates / Contractual Undertaking

* 1. The Authority requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with Appendix 4: Certificatesas part of a Bid. Copies of the certificates are provided inAppendix 4: Certificates.
* Certificate of Non-Collusion
* Certificate of Non-Canvassing
* Declaration in relation to National Minimum Wage and National Living Wage
* Declaration regarding relationship with elected Councillors or Employees
  1. In addition, Bidders are required to complete and sign the Contractual Undertaking contained at Appendix 5: Contractual Undertakingin order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.

Data Processing

* 1. Bidders will be required to sign the ‘Data Processing Agreement’ referred to at Appendix 11: Additional Documentsas a condition of contract. The Authority may refuse to evaluate any Bid provided by a Bidder who does not sign the acceptance box at Appendix 11: Additional Documents. If the successful Bidder subsequently refuses to sign the Data Processing Agreement, the Authority may refuse to enter into the Contract or, if already entered into, may terminate the Contract.

**Due diligence**

* 1. Prior to reaching a contract award decision, the Authority will undertake due diligence on the highest scoring Bidder. This due diligence will be conducted on the certificates and documentation supporting the highest scoring Bidder's self-certified responses to the SAQ. The Authority will request the supporting documentation from the highest scoring Bidder who must provide this without delay. The Authority's contract award decision will be subject to the satisfactory completion of this due diligence.

**Contract Award**

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract(s) will be entered into.

1. SPECIFICATION

About the Specification

* 1. The Services are described in the Specification in **Appendix 2: Specification** to this ITT.
  2. Through their responses Bidders shall demonstrate how they intend to deliver the /Services subject of this Specification.

* 1. Flexibility to meet changing demands and customer needs is a key priority. The successful Bidder will affirm willingness, though the life of the Contract, to vary the service provision according to the Authority's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are “reasonable” and fall within the overall scope of what the Bidder would reasonably be expected to be capable of delivering.

Alternative Bids

* 1. Alternative Bids will not be accepted.

Environmental Issues

* 1. The Supplier will be expected to deliver this Contract in as environmentally friendly manner as possible and to work with the Authority to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

Cost Strategy

* 1. The Authority seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed withinAppendix 10: Financial Submissions.

1. SUBMISSION INSTRUCTIONS

General

* 1. The Authority will reject Bids delivered after the date and time specified as the deadline. Please see **Section 2** and **Appendix 1: Important Notices**.
  2. The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.
  3. All responses must be submitted electronically through the Procurement Portal. Bids which are, e-mailed, posted, hand-delivered or faxed to the Authority **will not** be considered.
  4. It is your responsibility to ensure that your Bid is submitted prior to the closing date/time.
  5. You should ensure that you leave enough time to upload and submit your Bids.

Bid documentation

* 1. **Section 7 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

Return of Bid documentation

* 1. The Authority is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal).
  2. User guides are available from the Help menu located through the Users name on the black tool bar, which is the main navigation point throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides.
  3. New users to the SourceDogg Procurement Portal must create an account to access this opportunity. To create an account Bidders should click on the blue “Create Supplier Account (Free)” button on the SourceDogg homepage <https://secure.sourcedogg.com/>. Bidders will be required to enter their Organisation’s details.
  4. Bidders interested in this opportunity should express their interest by clicking on the link to the SourceDogg request within section I.3 of the Contracts Finder Contract Notice and click on the green “Join this request now” button.
  5. Once Bidders have expressed their interest they can review the request details including Deadline and Description, download and review attachments and review questions and items in the ‘Content’ section of the Request.
  6. Please indicate via the Procurement Portal whether or not you intend to submit a Bid in response to this invitation by selecting the green “Accept” button or the white “Decline” button in the right hand corner. All questions and items in the ‘Content’ section are not activated until The Request Invitation is accepted. This means that Bidders cannot start Responding to the Request before Accepting the Invitation but can review questions and items to decide whether to Accept or Decline.
  7. In order to complete your electronic Bid the required areas must be completed within the SourceDogg system and where required documents downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions and the stated deadline for submission of responses. Bidders should be aware that the Authority is unable to open any Bid submissions until after the specified closing date and time for the receipt of Bids. Until this time, Bids are stored in an e-vault and cannot be accessed in any manner by any of the Authority’s staff.

* 1. The full Bid must be completed and returned in the required format. Failure to comply with this instruction may result in your Bid submission being discounted. Your Bid must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Bids should not be left to the last moment as it may take some time to upload or complete your completed Bid. The server timestamps (GMT) Bids when they are submitted. Bids submitted after the stated closing date and time **will not** be considered. Bids may be rejected if they are not properly completed.
  2. Where Appendices to this ITT and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Authority will accept scanned copies of original signed forms and the Authority will also accept either scanned copies of original signed Appendices. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
  3. All responses should be in English, any documents to be uploaded the text submitted should be in A4, with a font size of no less than 10 and any financial references should be in Pounds Sterling.
  4. Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Bid response.

Attachments

* 1. Where specifically requested, attachments must be submitted as separate documents, preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains and which question it relates to.
  2. Attachments that have not been requested as part of the ITT will be ignored and will not be taken into consideration as part of the evaluation process.

**No references to other document(s), bids or factors**

5.20 Except where attachments are specifically requested as part of the Bid submission, the Bid must not be qualified in any way and/or must not be dependent on any other document, bid or other factor(s) outside the Bid itself.

1. EVALUATION
   1. This Section 6 sets out the evaluation criteria against which the ITT responses will be assessed.

The Award Criteria predominantly focuses on the Bidder’s price and ability to demonstrate that they meet the minimum service suitability threshold. Moderation of scoring will occur within the Award Criteria

For the avoidance of doubt, only those Bidders that pass the Suitability Assessment Questions will proceed to have their tender submission evaluated against the Award Criteria. Evaluation of Tenders against the Award Criteria will be carried out by an evaluation panel appointed by the Authority.

Bidders are required to answer a series of Pass/Fail Questions addressing key requirements and the minimum standard of service. These questions are set out in Sourcedogg, with ability to upload the required documents. The questions will required the bidder to demonstrate that they have certain certificates and capabilities in order to perform the function of this services. These include, but may not limited to; COTC - Certificate of Technical Competence - Waste Treatment, Environmental Permit - issued by the Environment Agency and EN45501 Certificate or evidence that your weighbridge is accurate.

Evaluation Criteria and Weightings

The award criteria element will be based solely on price (100%) 1.1 in Appendix 10: Financial Submissions.

Evaluation Methodology

* 1. Prior to carrying out the detailed scoring of Bids, the Authority will conduct compliance checks. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ITT may be rejected.
  2. Following compliance checks - and evaluation of the suitability assessment questions, each Bid will be evaluated and scored against the evaluation criteria and Bidders will be ranked in line with their scores.
  3. Prices contained in Bids will be evaluated after the suitability assessment questions has been completed.
  4. The Authority reserves the right to update and refine the evaluation approach (set out in this Section 6, and sub-criteria as well as the financial submission (Appendix 10: Financial Submissions) prior to the ITT response deadline.
  5. The successful Bidder(s) will be the one(s) that submit the highest price scoring overall Bid(s).

Price Evaluation

* 1. The price evaluation will be based on the lowest price whole life costing / total cost of ownership.
  2. Price will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out inAppendix 10: Financial Submissions.
  3. The lowest price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. All results will be rounded to two decimal places. The formula used will be:

(Lowest price/Bidder’s price) x 100 = Bidder’s price score

**Example:** Lowest Bid price = £1000. Bidder 1’s Bid price = £1300. Bidder 1’s price would attract a score of 76.92 calculated as follows:

1000/1300 = 0.7692 x 100 = 76.92

* 1. Price scores will then be multiplied by the price weighting to give a final price score.

**Example:** In this example the price score of 76.92 is then multiplied by the overall price weighting of 40%, to give a final price score for evaluation purposes of 30.77 calculated as follows: 76.92 x 0.40 = 30.77

* 1. If a Bidder submits a free of charge Bid, for evaluation purposes, that offer will be allocated a price of 1p. The Bid with a price of 1p will attract 100% of the marks available for the price score and the other offers will then receive scores expressed as an inverse proportion of the 1p Bid.

1. BID CHECKLIST
   1. Bidders should ensure that they have fully read this ITT and each of the Appendices to the ITT (including the Specification (Appendix 2: Specification) and the Contract (Appendix 3: Contract)) before commencing the completion of their Bids.
   2. Not used.
   3. The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Document title** | **Document location (if not contained in this ITT)** | **Action** | **Complete** |
|  | ITT | SourceDogg – As an attachment to the ITT tender box | **Read** |  |
|  | ITT front sheet only | SourceDogg – As an attachment to the ITT tender box | **Complete and submit with Bid** |  |
|  | Appendix 1: Important Notices | SourceDogg – As an attachment to the ITT tender box | **Read** |  |
|  | Appendix 2: Specification | SourceDogg – As an attachment to the ITT tender box | **Read** |  |
|  | Appendix 3: Contract | SourceDogg – As an attachment to the ITT tender box | **Read** |  |
|  | Appendix 4: Certificates and Declarations | SourceDogg – As an attachment to the ITT tender box | **Read, sign and submit** |  |
|  | Appendix 5: Contractual Undertaking | SourceDogg – As an attachment to the ITT tender box | **Read, sign and submit** |  |
|  | Appendix 6: Suitability Assessment Questionnaire  Modern Slavery Act 2015 Due Diligence: See questions in Appendix 6 | SourceDogg – As an attachment to the ITT tender box | **Read, complete, sign and submit** |  |
|  | Appendix 7: Award Criteria | SourceDogg – As an attachment to the ITT tender box | **Read** |  |
|  | Appendix 10: Financial Submissions | SourceDogg – As an attachment to the ITT tender box | **Read, complete, sign and submit** |  |
|  | Appendix 11: Additional Documents | SourceDogg – As an attachment to the ITT tender box | **Download and read all Additional Documents and sign and return the acceptance form** |  |

: Important Notices

1. **Confidentiality**
   1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
      1. treat all Confidential Information as confidential;
      2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
      3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
      4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).
   2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
      1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
      2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
   3. The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bids documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
   4. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the ITT process or after the Contract has been entered into.
   5. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 11.1 below) and any other associated transparency duties.
2. **Conflicts**
   1. The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the Procurement Process) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.
3. **Canvassing and non-collusion**
   1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this ITT:
      1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
      2. does anything which would constitute an offence 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, where the offence relates to active corruption;
      3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
      4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
      5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
      6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
      7. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
      8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
      9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Bid;
      10. canvasses any person connected with this ITT who is not one of its own team;
      11. offers or agrees to pay or give or does 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 in relation to any other Bid (or proposed Bid any act or omission;
      12. communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
      13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
      14. undertakes to unduly influence the decision-making process of the Authority; or
      15. undertakes to obtain confidential information that could confer upon an undue advantage in the award of the Contract.
   2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Bid.
4. **Publicity**
   1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1. **Liability of the Authority and its Advisers**
   1. In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
   2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
      1. providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and
      2. to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.
   3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
   4. The Authority and its Advisers:
      1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
      2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
   5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
   6. The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
   7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.
2. **Provision of further information from Bidders prior to making a Bid** 
   1. The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.
3. **Procurement Process and costs** 
   1. The Authority reserves the right at any time:
      1. to require a Bidder to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
      2. to amend the terms and conditions of the Procurement Process;
      3. not to consider Bids other than those specified;
      4. to issue amendments or modifications to the ITT;
      5. to alter the timetable to contract award;
      6. to cancel or withdraw from the Procurement Process at any stage; and
      7. not to award a contract.
   2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
4. **Rejection of Bids**
   1. The Authority will reject or disqualify a Bidder at any time during the Procurement Process where a Bid is submitted late.
   2. The Authority reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
      1. a Bid is completed incorrectly, is materially incomplete (which shall include a failure to respond to or to complete all sections of the Bid or to sign any of the certificates, undertakings or declarations required), is unclear or contains ambiguities or otherwise fails to meet the Authority’s submission requirements, which have been notified to the relevant Bidder;
      2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
      3. the Bidder are guilty of material misrepresentation in relation to its Bid and/or the Procurement Process;
      4. the Bidder contravenes any of the terms and conditions of this ITT;
      5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
      6. Bids or offers by Bidders are made subject to additional or alternative conditions or are limited by caveats.
   3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
   4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
   5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
      1. establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
      2. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
   6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).
5. **Sub-contracting arrangements**
   1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix must be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
   2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.
6. **Acceptance of Bids**
   1. Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
   2. The Contract shall be in the form set out in **Appendix 3** and subject to the Authority’s Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail.
   3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Bid for [insert period e.g. 120] days and no increase will be accepted prior to the Contract being entered into.

* 1. Once the Contract is entered into, prices are to be held firm for a minimum of [Procurement officer to insert number of months – for example “12”. Check that this number of months matches up with any Contract Special Conditions and liaise with [Finance] if appropriate.] months unless otherwise stated (“Price Stability Period”).
  2. The prices quoted in the Supplier’s Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
  3. Contract terms **will not** be subject to negotiation.

1. **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
   1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
   2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
   3. If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
   4. Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.
2. **Intellectual Property** 
   1. This RFQ (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
   2. All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.
3. National Living Wage/National Minimum Wage and Modern Slavery Act 2015 Compliance

13.1 Bidders will be required to ensure that all staff employed or workers otherwise contracted or sub-contracted in relation to this Contract, who are based in or posted to the United Kingdom, shall be paid at rates no less favourable than those laid down by the the National Minimum Wage Act 1998 as amended by The National Minimum Wage (Amendment) Regulations 2016 (as these may updated by United Kingdom law).

13.2 Bidders will be required to comply **Optional – where proportionate/applicable** *and ensure that their sub-contractors comply*] with the Modern Slavery Act 2015

1. **Data Protection Legislation & General Data Protection Regulation**
   1. The contract will be subject to new Data Protection Legislation. All Bidders must be familiar with the new legislation and of their obligations.

: Specification

**SERVICE SPECIFICATION**

1. **Introduction**

Peterborough City Council is a unitary authority with a population of approximately 190,000 residents and it presently operates several mechanical sweepers for the cleansing of surfaced town centre public spaces and roadside gutters throughout the authority area.

**2. Service requirement**

The Authority in its capacity as Waste Disposal Authority, is seeking to enter into an agreement with a contractor who will undertake the treatment of street sweeping residues. The materials collected include litter such as cigarette butts, food packaging, leaf litter, weeds and grit.

**2.1 Tonnage information**

|  |  |  |  |
| --- | --- | --- | --- |
| **SOURCE OF MATERIALS** | **TYPE OF MATERIALS** | **EWC CODE** | **APPROXIMATE ANNUAL TONNAGE** |
| Street Sweeping Service | Mechanical street sweeping residues | 20-03-03 | Estimated 1,500- 2,000t per annum |
| Waste will be bulked (In 40 yd sealed Ro-Ro containers) at Peterborough City Council’s Waste Transfer Station at Nursery Lane, Peterborough, PE1 5BG | | | |

2.1.1 The waste is currently delivered by Aragon Direct Services on behalf of Peterborough City Council in 40 yd sealed Ro-Ro containers

2.1.2 The waste will be dewatered at the Waste Transfer Station at Nursery Lane before being delivered.

2.1.3 Please see section 4 below for the street sweeping tonnages collected during the past 3 years.

* 1. **Contractor Facility Opening Times**
     1. The Authority require the final delivery points offered to be open for the acceptance of contract waste deliveries on the following days and times as a minimum:

Monday to Friday:  07:00 and 17:30 (which shall apply to Good Friday, and other bank holidays except Christmas Day, Boxing Day and New Year's Day)

**2.3 Weighbridge - Measurement, Recording and Payment**

* + 1. The Contractor must provide a means of weighing all loads entering and exiting their proposed sites. That weighbridge must be available for use during all days and at all times where receipt of contract wastes takes place.
    2. Except with the written agreement of the Authority’s Authorised Officer, the Contractor must weigh each vehicle delivering waste in accordance with this contract, both on entry and on exit of the site(s) used by the Contractor in relation to these operations.
    3. The Contractor will be required to provide to the Authority the following information on each weighbridge ticket for each load of materials delivered under the Contract:
* Unique weigh ticket serial number
* Operator name
* Name of contractor's storage/treatment/disposal point
* Type of waste including European Waste Code
* Driver name and signature
* The delivery vehicle registration number
* Date of delivery
* Time of entry and exit
* Gross, Tare and Net vehicle weight
  + 1. A copy of each weighbridge ticket shall be given to the driver with a second duplicate copy to be supplied to the Authority with the relevant invoice.
    2. All electronic data recorded at the weighbridge for materials delivered under this contract must remain confidential and stored securely with additional secured back-up systems in place to prevent loss of data.
    3. The Authority will only make payment under the contract for materials whereby the contractor can produce documentary evidence that those materials have been delivered by the Authority in accordance with the conditions of contract. The Contract Price will be the price as set out in Schedule 4 (Pricing Schedule) and excluding landfill taxes, and payment will be made against the essential data recorded by the Contractors weighbridge system as required in paragraph 2.3.7. The Contractor shall submit monthly invoices to the Authority. Invoices may be submitted as hard copy however secure data files in a format accredited by, or acceptable to, both the Inland Revenue and HM Customs and Excise would be preferable. The Authority will pay to the Contractor the Contract Prices for the proportion of materials accepted by the Contractor plus the landfill taxes or other taxes applicable.
    4. All invoices submitted will be accompanied by a summary of material inputs for which payment is sought. This summary will include, but not be limited to, the following data fields: -
* Total tonnes accepted
* Total tonnes re-used and final destination/s
* Total tonnes composted/ digested and final destination/s
* Total tonnes recycled and final destination/s
* Total tonnes landfilled and final destination/s
  + 1. As a minimum, the Contractor will maintain and make available sufficient data to allow the Authority to meet the requirements of Waste Data Flow reporting and its Duty of Care Legislation under section 34 of the Environmental Protection Act 1990. This will include all data relating to all inputs as well as the output materials arising and the destination of each material stream

**2.4 Key Performance Targets**

**2.4.1** The Contractor shall achieve or exceed the Performance Target for Recycling for each Contract Year.

|  |  |
| --- | --- |
| **Contract Year** | **% recycled** |
| Year 1 -2021/22 | 70% |
| Year 2 – 2022/23 | 72% |
| Year 3 – 2023/24 | 74% |

**3.**   **Contract period**

3.1 The Contract will be for a period of 3 years.

3.2 The award of the contract is expected to take place in Mid-March 2021 with a

contract commencement date of 1 April 2021

**4. Street Sweeping Tonnages**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **2017/18** | **2018/19** | **2019/20** |
| April | 146.56 | 130.52 | 148.5 |
| May | 158.44 | 171.3 | 94.5 |
| June | 153.24 | 159.66 | 120.66 |
| July | 134.06 | 197.6 | 124.98 |
| August | 90.06 | 87.14 | 91.84 |
| September | 114.9 | 122.92 | 112.62 |
| October | 149.5 | 163.16 | 147.2 |
| November | 145.80 | 155.94 | 212.18 |
| December | 113.82 | 129.88 | 166 |
| January | 129.38 | 116.96 | 127.74 |
| February | 92.04 | 75.02 | 67.26 |
| March | 77.56 | 97.68 | 93.52 |
| **Total** | **1505.36** | **1607.78** | **1507** |

: Contract

****

: Certificates and Declarations

**BID FOR THE PROVISION OF TREATMENT OF STREET SWEEPING MATERIALS**

**CERTIFICATE OF NON- COLLUSION**

***This Certificate must be signed by an authorised signatory. (In the case of a partnership by a partner for and on behalf of the Bidder, and in the case of a limited company by an officer duly authorised, the designation of the officer being stated.)***

***In the case of a Consortium, each Consortium Member must complete and return a Certificate.***

To Peterborough City Council (“the Authority”)

The essence of the public procurement process is that the Authority shall receive bona fide competitive Bids from all Bidders. In recognition of this principle I/We warrant, represent and certify that this is a bona fide Bid, intended to be competitive and that I/we have not fixed or adjusted the amount of the Bid or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person, and that that none of my/our staff, workers, volunteers, agents, representatives, officers, shareholders or anyone acting on my/our behalf, has done any such act.

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

a) communicate to a person other than the Authority the amount or approximate amount of my/our proposed Bid (other than where disclosure was in confidence and necessary to obtain insurance premium quotations or a contract guarantee bond for the preparation of the Bid, or the Authority has otherwise given it’s prior written consent to the disclosure);

b) enter into any agreement or arrangement with any other person that he shall refrain from submitting a Bid or as to the amount of any Bid to be submitted;

c) enter into any agreement or arrangement with any other person aimed at distorting the outcome of the competition; or

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

and that none of my/our staff, workers, volunteers, agents, representatives, officers, shareholders or anyone acting on my/our behalf, has done or will do at any time, any such act.

In this Certificate:

• the word “person” includes any person, body or association, corporate or incorporate and in the case of the Bid being by a consortium, reference to ‘person’ shall mean any person outside of the consortium.

• the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

• the word “Bid” includes all Bid submissions

1 SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

2 SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

For and on behalf of ..............................................................................................

Date ........................................................................................................

**BID FOR THE PROVISION OF TREATMENT OF STREET SWEEPING MATERIALS**

**CERTIFICATE OF NON-CANVASSING**

***This Certificate must be signed by an authorised signatory. (In the case of a partnership by a partner for and on behalf of the Bidder, and in the case of a limited company by an officer duly authorised, the designation of the officer being stated.)***

***In the case of a Consortium, each Consortium Member must complete and return a Certificate.***

To Peterborough City Council (“the Authority”)

I/We hereby warrant, represent and certify that I/we have not, either directly or indirectly, in connection with the award of the contract for The Procurement or any other proposed contract for the Provision of Treatment of Street Sweeping Materials

• canvassed any member, officer, employee, agent of the Authority;

• undertaken to unduly influence the decision-making process of the Authority;

• undertaken to obtain confidential information that could confer upon me/us/the Bidder an undue advantage in the award of the contract,

and that none of my/our staff, workers, volunteers, agents, representatives, officers, shareholders or anyone acting on my/our behalf, has done any such act.

I/We further hereby undertake that I/we will not in the future, either directly or indirectly, do or seek to do the prohibited acts referred to above and that none of my/our staff, workers, volunteers, agents, representatives, officers, shareholders or anyone acting on my/our behalf will do any such act.

1 SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

2 SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

For and On behalf of ..............................................................................................

Date ........................................................................................................

**BID FOR THE PROVISION OF TREATMENT OF STREET SWEEPING MATERIALS**

**DECLARATION IN RELATION TO THE PAYMENT OF THE NATIONAL MINIMUM WAGE AND NATIONAL LIVING WAGE**

***This declaration must be signed by an authorised signatory. (In the case of a partnership by a partner for and on behalf of the Bidder, and in the case of a limited company by an officer duly authorised, the designation of the officer being stated.)***

In the event of being notified of the acceptance of this Bid in whole or in part (in accordance with the terms and conditions of contract and any agreement supplied thereafter by the Authority), I the undersigned, hereby declare and undertake that as a condition of the Contract and in performing and/or delivering the Contract all staff employed or workers otherwise contracted or sub-contracted by ourselves/the Bidder, in relation to the performance of and/or delivery of the Contract, who are based in or posted to the United Kingdom, shall at all times throughout the duration of the Contract be paid for services at rates which shall be are no less favourable than the currently prevailing rates of the National Minimum Wage and National Living Wage (as applicable) as these are set down by the National Minimum Wage Act 1998 and The National Minimum Wage Regulations 2015 (as these may from time to time be amended and updated by United Kingdom law).

SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

For and on behalf of ..............................................................................................

Date ........................................................................................................

**BID FOR THE PROVISION OF TREATMENT OF STREET SWEEPING MATERIALS**

**DECLARATION REGARDING RELATIONSHIP WITH ELECTED COUNCILLORS OR EMPLOYEES**

***This declaration must be signed by an authorised signatory. (In the case of a partnership by a partner for and on behalf of the Bidder, and in the case of a limited company by an officer duly authorised, the designation of the officer being stated.)***

***In the case of a Consortium, each Consortium Member must complete and return a Declaration.***

I/We the undersigned, do hereby warrant, represent and declare, for and on behalf of the Bidder/consortium member detailed below, that, other than as detailed below, the Bidder/consortium member is not (nor any of the Bidder’s/consortium member’s staff, workers, volunteers, agents, representatives, officers or shareholders) related or connected in any way (whether as an ex-employee in the preceding [12 months] or by having any family, emotional life, economic, political or other shared interests) with any of Peterborough City Council’s Elected Councillors, officers or employees.

|  |  |  |
| --- | --- | --- |
| **Name (of your staff etc.)** | **Name (of PCC officer etc.)** | **Relationship** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Please note:

THIS INFORMATION IS COLLECTED TO ENABLE THE AUTHORITY TO ENSURE IT TAKES APPROPRIATE MEASURES TO MANAGE ANY CONFLICTS OF INTERESTS. THESE MEASURES MAY INCLUDE RECUSAL OF THE ELECTED COUNCILLOR OR EMPLOYEE IN QUESTION FROM ANY INVOLVEMENT IN THIS PROCUREMENT PROCESS. WHERE A CONFLICT OF INTERESTS CANNOT BE MANAGED BY OTHER MEANS THE BIDDER MAY BE EXCLUDED FROM THE PROCUREMENT PROCESS.

SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

SIGNED ......................................................................................

NAME AND POSITION ......................................................................................

For and on behalf of .....................................................................................

Date ........................................................................................................

: Contractual Undertaking

**BID FOR THE PROVISION OF TREATMENT OF STREET SWEEPING MATERIALS**

**CONTRACTUAL UNDERTAKING**

***This undertaking must be signed by an authorised signatory. (In the case of a partnership by a partner for and on behalf of the Bidder, and in the case of a limited company by an officer duly authorised, the designation of the officer being stated.)***

**To Peterborough City Council ("the Authority")**

I / We the undersigned, having examined the ITT (including all schedules and appendices) and all sections of SourceDogg, DO HEREBY UNDERTAKE and offer, on behalf of the Bidder, on the acceptance by the Authority of my / our Bid either in whole or in part, to supply and perform the Treatment of Street Sweeping Materials Serviceson such terms and conditions and in accordance with such Specifications (if any), as are contained or incorporated in the Authority's ITT.

I / We agree, declare and undertake, on behalf of the Bidder:

a) that, if this Bid is accepted by the Authority, I/we/the Bidder will execute and enter into a Contract (substantially in the form set out in the ITT) with the Authority, within 3 calendar days of being called on to do so;

b) that, before executing the Contract, the formal acceptance of this Bid in writing on behalf of the Authority (whether for the whole or part of the items included therein) together with the Contract terms and conditions (and schedules and appendices) set out in the ITT, shall constitute a binding contract between the Authority and the Bidder for the supply of such items;

,

c) to comply with the provisions of confidentiality set out in Paragraph [XX] of the ITT; and

d) (and it shall be a condition of any Contract), that:

i) the amount of the Bid has not been calculated by agreement or arrangement with any person other than the Authority and that the amount (or approximate amount) of the Bid has not been communicated to any person (other than where the disclosure was in confidence and necessary to obtain insurance premium quotations or a contract guarantee bond, for the preparation of the Bid, or the Authority has otherwise given it’s prior written consent to the disclosure) until after the closing date for the submission of Bids;

ii) I/We/the Bidder have not entered into any arrangement or agreement with any other person that the other person shall refrain from submitting a Bid or as to the amount of any Bid they are to submit; and

iii) I/We/the Bidder have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that none of the Bidder’s (or any consortium member’s) staff, workers, volunteers, agents, representatives, officers or shareholders, has done or will do any such act.

In the case of the Bid being by a consortium, reference to ‘any person’ in i) and ii) shall mean any person outside of the consortium.

I/We warrant that I/we have all requisite authority to sign this contractual undertaking and submit the Bid on behalf of the Bidder and confirm that I/we have complied with all the requirements of the ITT and Sourcedogg.

\*Signed: ...................................................………............ Date: ..............................................

Name: (in block capitals): .......................…………..................................................................

In the capacity of: .................................................

(State official position, i.e. Director etc.).

For and on behalf of:

Full Bidder Name and registered office address:............................ …………................................

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

Company number (if applicable): ...................................................................

Charity number (if applicable): ...................................................................

Telephone No: ....................................…......……........

Fax No:.............................…..............................

: Suitability Assessment Questionnaire

SECTION A: INSTRUCTIONS TO BIDDERS

* + - 1. This Suitability Assessment Questionnaire is to assess the suitability of Bidders (including asking for financial and technical information from Bidders). The financial information which we are asking Bidders to provide allows the Authority to be satisfied that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows the Authority to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet the Authority's needs. The SAQ is set out below in Section B of this Appendix, however, Bidders must complete and submit their response within the Procurement Portal.
      2. Parts 1 and 2 (Bidder Information and Exclusion Grounds):

This Suitability Assessment Questionnaire is a self-declaration, made by you (the Bidder), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (the Authority call this self-cleaning – explained further in paragraph 1.8 below).

Bidders must ensure that they read the full list of exclusion grounds (found in the link at the bottom of this page) before submitting a response to the Suitability Assessment Questionnaire.

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently the Authority requires all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2 (every organisation you are relying on to meet the selection must complete and submit a self-declaration for Parts 1 and 2). For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria.

This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. [Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration)] ***OR***[All Sub-contractors are required to complete a self-declaration for Part 1 and Part 2].

[The Authority reserves the right to require a Bidder to replace any proposed sub-contractor in respect of which there are grounds for mandatory or discretionary exclusion (e.g. where the sub-contractor’s answers to Part 1 or Part 2 of the SAQ would have resulted in a fail, had they been answering as the Bidder).]

The Authority recognises that arrangements set out in section 1.2 of the Suitability Assessment, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

If the Bidder is bidding on behalf of a group, the consortium lead should make it clear who the lead member of the group is, and who will be contractually responsible for delivery of the contract.

* + - 1. Part 3:

This Part is to be completed by the Bidder. If you are bidding on behalf of a group (e.g. a consortium) [or you intend to use sub-contractors], you should complete all of the selection questions on behalf of the consortium[ and/or any sub-contractors], providing one composite response and declaration.

* + - 1. “You” / “Your” refers to the Bidder completing this Suitability Assessment Questionnaire i.e. the legal entity responsible for the information provided. The term “Bidder” in this context is intended to cover any economic operator and could be a registered company; the consortium lead/lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
      2. The Authority intends to review the responses provided by Bidders and evaluate those responses using the criteria and weightings and following the methodology explained below.
      3. If the relevant documentary evidence referred to in the Suitability Assessment Questionnaire is not provided upon request and without delay the Authority reserves the right to amend the contract award decision and award to the next compliant bidder.
      4. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

Self-Cleaning

* + - 1. In order to “self-clean”, Bidders are required to demonstrate that they have taken remedial action, to the satisfaction of the Authority in each case. In order for the evidence provided to be sufficient it must, as a minimum, prove the Bidder has “self-cleaned” as follows:

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

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

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

* + - 1. The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by the Authority as described below.
      2. The measures taken shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If such evidence is considered by the Authority (whose decision will be final) as sufficient, the Bidder shall be allowed to continue in the procurement process.
      3. If the Bidder cannot provide evidence of ‘self-cleaning’ that is acceptable to the Authority, they will be excluded from further participation in the procurement.

Consequences of misrepresentation

* + - 1. If you seriously misrepresent any factual information in filling in the Suitability Assessment, and so induce the Authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you may be excluded from further procurements for five years.

Selection Evaluation

* + - 1. In completing this Suitability Assessment Questionnaire ("SAQ"), Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating submissions, except as set out in paragraph 1.14 below, the Authority will only consider information provided in response to the SAQ.
      2. Notwithstanding paragraph 1.13 above, the Authority may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's submission is false, misleading or inaccurate.
      3. The Authority will assess SAQ responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria are set out in the Pass/Fail Criteria Matrix below:

|  |  |
| --- | --- |
| Selection Criteria Section | For Information / Pass / Fail |
| Contact Details  **Section on Sourcedogg** | For Information (failure to complete may lead to rejection of tender) |
| Public Liability Insurance  **Section on Sourcedogg** | Pass/Fail – Failure to provide the relevant insurance levels or be willing to obtain the relevant insurance levels will lead to the rejection of the tender |
| Employer’s Liability Insurance  **Section on Sourcedogg** | Pass/Fail – Failure to provide the relevant insurance levels or be willing to obtain the relevant insurance levels will lead to the rejection of the tender |
| Form of Tender & Declarations  **Section on Sourcedogg** | Pass/Fail – Failure to sign and agree to the following, will lead to the rejection of the tender.  Form of Tender, Declaration of Connection with Officers or Elected Members of the Authority, Certificate in Respect of Canvassing, Certificate in Respect of Bona fide Tendering, Declaration of Payment of National Minimum Wage and Declaration of National Living Wage Act |
| Specification  **Section on Sourcedogg** | Pass/Fail – Failure to confirm that you have read, understood and agreed to undertake the requirements of the specification, will lead the rejection of the tender. |
| Certifications and Permits  **Section on Sourcedogg** | Pass/Fail – Failure to submit the following certificates and permits, will lead to the rejection of the tender.   * COTC - Certificate of Technical Competence - Waste Treatment * Environmental Permit - issued by the Environment Agency * EN45501 Certificate or evidence that your weighbridge is accurate |
| Terms and Conditions  **Section on Sourcedogg** | Pass/Fail – Failure to provide a signed statement confirming your agreement to theAuthoritys terms and conditions of contract, will lead to the rejection of the tender. |

* + - 1. **The Bidder must receive a Pass on all questions of the Suitability Assessment Questionnaire, in order to have the remainder of their Bid evaluated. If the Bidder receives a Fail for one or more questions of the Suitability Assessment Questionnaire, they will fail the Suitability Assessment Questionnaire, their Bid will be rejected and the remainder of their Bid will not be evaluated.**

SECTION B: SUITABILITY ASSESSMENT QUESTIONS

**Part 1: Bidder Information**

Please answer the following questions in full. [Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.] [Note that all Sub-contractors are required to complete a self-declaration for Part 1 and Part 2.]

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidder information** | |
| Question number | Question | Response |
| 1.1(a) | Full name of the Bidder submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No  N/A |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[3]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[4]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please provide the following information about your approach to this Procurement:

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| **Section 1** | **Bidding model** | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

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| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. [Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.] [Note that all Sub-contractors are required to complete a self-declaration for Part 1 and Part 2.]

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| **Section 2** | **Grounds for mandatory exclusion** | |
| **Question number** | **Question** | **Response** |
| 2.1(a) | The detailed grounds for mandatory exclusion of an organisation are set out on which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed below. | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

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| **Section 3** | **Grounds for discretionary exclusion** | |
|  | **Question** | **Response** |
| 3.1 | The detailed grounds for discretionary exclusion of an organisation are set out, which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

**Part 3:**

Please answer the following questions in full.

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| --- | --- | --- |
| **Section 5** | **Economic and Financial Standing** | |
|  | **Question** | **Response** |
| Question 5.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested | Yes  No  If no please select an alternative from 5.2 (a) to 5.2 (c) |

|  |  |  |
| --- | --- | --- |
| **Section 6** | **Insurance** | |
|  | **Question** | **Response** |
| Question 6.1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Public and Products Liability - £10m  Employers Liability - £10m  Environmental Liability - £1m | Yes  No  It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £10 million as a minimum. Please note this requirement is not applicable to Sole Traders. If you are unable to commit to these levels of insurance, your bid will not be considered. |

[Modern Slavery Standard Question/All Procurements – affirmative responses to 1 = fail]

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | **Response** |
| **1** | Have you, as an organization, or any of the directors of, or persons with control in, your organization, committed, any slavery, servitude, forced or compulsory labour or human trafficking offence, under the Modern Slavery Act 2015, any other United Kingdom legislation or laws in other countries of the world?  \* Modern Slavery Standard Question/All Procurements – affirmative responses to 1 = Fail. |  |
| **2** | If you have answered yes to question 1, please supply details of the offence committed, the date of the offence, the identity of who was convicted and the reasons for the conviction. |  |
| **3** | Are you a relevant commercial organisation as defined by section 54 (“Transparency in supply chains etc”) of the Modern Slavery Act 2015? |  |
| **4** | If you have answered yes to question 2, are you compliant and up to date with the annual reporting requirements under section 54 of the 2015 Act? |  |
| **5** | 5. Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously ensured that your supply chains with your sub-contractor(s) are free of any slavery, servitude, forced or compulsory labour or human trafficking under the laws of the United Kingdom and the rest of the world |  |

: Award Criteria

**Table 1: Evaluation Criteria and Weightings**

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| --- | --- | --- |
|  | **Criteria** | **Weighting for Bid Evaluation** |
| A | PRICE | 100% |
| **TOTAL** |  | **100%** |

: Financial Submissions

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1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
4. Central Government contracting authorities should use this information to have the PSC information for the successful Bidder checked before award. [↑](#footnote-ref-4)