GB-Shrewsbury: RMCB 001 - Framework Arrangement for Licensed Asbestos Contractors

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Competitive Contract Notice

1. Title: GB-Shrewsbury: RMCB 001 - Framework Arrangement for Licensed Asbestos Contractors

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk, URL:

www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

3. Contract Type: Works

Sub Type: Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities

4. Description: Asbestos-removal work. Shropshire Council intends to set up a framework of Licensed Asbestos Contractors for the removal, encapsulation and enclosure of asbestos containing materials, from buildings which the Council has control over, typically schools, libraries, offices, fire stations, workshops and care homes, located throughout Shropshire.

A maximum of eight contractors will be selected to form the framework.

Tenderers can bid to be part of the framework for one or more of the following value bands:

£0 - £2,000 per contract

£2,001 - £50,000 per contract

£50,001 - £139,000 per contract

The Contract will be for a period of up to 4 years commencing on 1st October 2016. Specification:

The licensed asbestos contractor shall hold a valid 3-year full licence for work with asbestos insulation, asbestos coatings and asbestos insulating board, issued under The Control of Asbestos Regulations 2006.

The licensed asbestos contractor shall hold Contractors Health & Safety Assessment Scheme (CHAS) accreditation or equivalent scheme.

The licensed asbestos contractor shall be regarded as the 'producer' of the waste for the purposes of The Environmental Protection Act; Duty of Care Code of Practice and will therefore be responsible for all relevant documentation including raising of Special Wastes Consignment Notes.

The licensed asbestos contractor shall be a member of a relevant Industry Association (i.e. ARCA, ATaC, ACAD) and that associations' quality audit scheme.

Managers, supervisors and operatives shall have received appropriate UKATA Cat 1 training.

The licensed asbestos contractor shall be fully aware of and comply with the following Health Safety and Welfare legislation:-

•The Health and Safety at Work etc. Act 1974

•The Control of Asbestos Regulations 2006

•The Hazardous Wastes Regulations 2005

•The Control of Substances Hazardous to Health regulations 2002

•The Personal Protective Equipment Regulations 1992

•HSG 247 – Asbestos: The licensed contractors' guide

•ACOP L143 – Working with Asbestos containing materials

•HSG 210 – Asbestos Essentials

•HSG 53 – Respiratory Protective Equipment at Work

•HSG 65 – Successful Health & Safety Management

5. CPV Codes:

45262660 - Asbestos-removal work.

6. NUTS Codes : UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: RMCB 001

9. Estimated Value of Requirement: Category H: 100K to 500K

Currency: GBP

10. Deadline for Expression of Interest: 15/08/2016 12:00:00

11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk, URL: www.shropshire.gov.uk

Contact: Procurement, Attn: Procurement

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at: <u>https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-RMCB-001---Framework-Arrangement-for-Licensed-Asbestos-Contractors/S4Y6J8W4ZC</u>

To respond to this opportunity, please click here: <u>https://www.delta-esourcing.com/respond/S4Y6J8W4ZC</u> TKR-2016715-PRO-8485110 Suitable for VCO: Yes

Procedure Type:OPEN Period of Work Start date: 01/10/2016 Period of Work End date: 30/09/2020 Is this a Framework Agreement?: yes



15th July 2016

Tel: (01743) 252993 **Fax**: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Bidder

RMCB 001 - FRAMEWORK ARRANGEMENT FOR LICENSED ASBESTOS CONTRACTORS

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- 1. Instructions for Tendering
- 2. Tender Response Document (for completion)
- 3. Requirements

Tenders should be made on the enclosed Tender Response Document spreadsheet. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 15th August 2016** any tenders received after this time will not be accepted
- o Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders cannot be accepted if:

- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 8th August 2016.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at <u>www.shropshire.gov.uk/doing-business-with-shropshire-council</u>.

If you have any queries relating to this invitation to tender, please contact me through email: <u>procurement@shropshire.gov.uk</u>.

Yours faithfully



Procurement & Contracts Enc



INSTRUCTIONS FOR TENDERING

RMCB 001 - Framework Arrangement for Licensed Asbestos Contractors

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council intends to set up a framework of Licensed Asbestos Contractors for the removal, encapsulation and enclosure of asbestos containing materials, from buildings which the Council has control over, typically schools, libraries, offices, fire stations, workshops and care homes, located throughout Shropshire.

A maximum of eight contractors will be selected to form the framework. Tenderers can bid to be part of the framework for one or more of the following value bands:

£0 - £2,000 per contract £2,001 - £50,000 per contract £50,001 - £139,000 per contract

The Contract will be for a period of up to 4 years commencing on 1st October 2016.

Specification:

The licensed asbestos contractor shall hold a valid 3-year full licence for work with asbestos insulation, asbestos coatings and asbestos insulating board, issued under The Control of Asbestos Regulations 2006.

The licensed asbestos contractor shall hold Contractors Health & Safety Assessment Scheme (CHAS) accreditation or equivalent scheme.

The licensed asbestos contractor shall be regarded as the 'producer' of the waste for the purposes of The Environmental Protection Act; Duty of Care Code of Practice and will therefore be responsible for all relevant documentation including raising of Special Wastes Consignment Notes.

The licensed asbestos contractor shall be a member of a relevant Industry Association (i.e. ARCA, ATaC, ACAD) and that associations' quality audit scheme.

Managers, supervisors and operatives shall have received appropriate UKATA Cat 1 training.

The licensed asbestos contractor shall be fully aware of and comply with the following Health Safety and Welfare legislation:-

- The Health and Safety at Work etc. Act 1974
- The Control of Asbestos Regulations 2006
- The Hazardous Wastes Regulations 2005
- The Control of Substances Hazardous to Health regulations 2002
- The Personal Protective Equipment Regulations 1992
- HSG 247 Asbestos: The licensed contractors' guide
- ACOP L143 Working with Asbestos containing materials
- HSG 210 Asbestos Essentials
- HSG 53 Respiratory Protective Equipment at Work
- HSG 65 Successful Health & Safety Management

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1.0 Invitation to Tender

- **1.1** You are invited to tender for a framework of service providers in specific categories of Licensed Asbestos Contractors who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of 4 years commencing on the 1st October 2016.
- **1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- **1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- **1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- **1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- **1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pretender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pretender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- **1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- **1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

2.0 <u>Terms and Conditions</u>

- **2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- **2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of service providers and will be required

to provide quotes for individual contracts in accordance with the contract throughout the duration of the framework agreement.

3.0 <u>Preparation of Tenders</u>

3.1 Completing the Tender Response Document

- **3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
 - a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;
 - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- **3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- **3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- **3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- **3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- **3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- **3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- **3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in

the Tender documentation are correct at the time of submission.

- **3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- **3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- **3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 <u>Tender Submission</u>

- **4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon**, **15**th **August 2016**.
- **4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to

accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

- **4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- **4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- **4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 <u>Variant Bids</u>

- **5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- **5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- **5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

Tender Evaluation

- **6.0** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- **6.1** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

6.2 <u>Clarifications</u>

- **7.0** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- **7.1** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- **7.2** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- **7.3** All queries should be raised as soon as possible (in writing), in any event not later than 8th August 2016.
- **7.4** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- **7.5** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- 8.1 The Council shall not be committed to any course of action as a result of:
 - i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- **8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- **8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 <u>Confidentiality</u>

- **9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- **9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- **9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- **9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- **9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- **9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- **9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- **9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- **9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- **9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- **9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- **9.5.4** the Tenderer is legally required to make such a disclosure.
- **9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 <u>Freedom of Information</u>

- **10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- **10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- **10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- **10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- **10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <u>http://www.ico.gov.uk</u>

11.0 <u>Disqualification</u>

- **11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- **11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless

misrepresentation in supplying any information required; or

- **11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- **11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- **11.1.4** The Tenderer :
 - a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives 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 Tender or proposed Tender for the services any act or omission.
- **11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- **11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 <u>E-Procurement</u>

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 <u>Award of Contract</u>

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 <u>Value of Contract</u>

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 <u>Acceptance</u>

- **15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- **15.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of a framework of service providers of Licensed Asbestos Contractors who will be asked to quote as appropriate for Licensed Asbestos works throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.
- **15.3** Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for Licensed Asbestos works. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general.

- **15.4** All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.
- **15.5** Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.
- **15.6** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being 1st October 2016.

16.0 <u>Payment Terms</u>

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 <u>Liability of Council</u>

- **17.1** The Council does not bind himself to accept the lowest or any tender.
- **17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- **17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- **17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- **17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby

expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 <u>Declaration</u>

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1)		Status
Signed (2)		Status
(For and on	behalf of)
Date		

RMCB 001 - LICENSED ASBESTOS CONTRACTORS

Essential Membership – Professional/Trade Organisations

- CHAS Contractors Health & Safety Scheme
- HSE valid 3 year full Licence to undertake work with asbestos

Desirable Membership – Professional/Trade Organisations

- ARCA Asbestos Removal Contractors Association
- ATaC Asbestos Testing and Consultancy Association
- ACAD Asbestos Control and Abatement Division
- CL ConstructionLine
- Safe Contractor
- Quality Systems ISO 9001 & Environmental ISO 14001

Desirable Qualifications of Operatives

• UKATA – Category 1 training, appropriate to the role

Essential Insurance

- Public Liability Insurance £5m
- Employer's Liability Insurance £5m

Contract Period

4 Years

Award Criteria

• Price 60% weighting

(Equifax Report)

• Quality 40% weighting

References Health & Safety Policy Use of Sub Contractors Samples of Risk Assessment Professional/Trade Organisations Qualifications of Operatives Staff Experience Contract Experience & References Quality Assurance & References Duality Assurance Scheme ISO 9001 Environmental Assurance Scheme ISO 14001



Tender Response Document

RMCB 001 - Framework Arrangement for Licensed Asbestos Contractors

Name of TENDERING ORGANISATION (please insert)

Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Shropshire Council intends to set up a framework of Licensed Asbestos Contractors for the removal, encapsulation and enclosure of asbestos containing materials, from buildings which the Council has control over, typically schools, libraries, offices, fire stations, workshops and care homes, located throughout Shropshire.

A maximum of eight contractors will be selected to form the framework. Tenderers can bid to be part of the framework for one or more of the following value bands: $\pounds 0 - \pounds 2,000$ per contract

 $\pounds 0 - \pounds 2,000$ per contract $\pounds 2,001 - \pounds 50,000$ per contract $\pounds 50,001 - \pounds 139,000$ per contract

The Contract will be for a period of up to 4 years commencing on 1st October 2016.

Specification:

The licensed asbestos contractor shall hold a valid 3-year full licence for work with asbestos insulation, asbestos coatings and asbestos insulating board, issued under The Control of Asbestos Regulations 2006.

The licensed asbestos contractor shall hold Contractors Health & Safety Assessment Scheme (CHAS) accreditation or equivalent scheme.

The licensed asbestos contractor shall be regarded as the 'producer' of the waste for the purposes of The Environmental Protection Act; Duty of Care Code of Practice and will therefore be responsible for all relevant documentation including raising of Special Wastes Consignment Notes.

The licensed asbestos contractor shall be a member of a relevant Industry Association (i.e. ARCA, ATaC, ACAD) and that associations' quality audit scheme.

Managers, supervisors and operatives shall have received appropriate UKATA Cat 1 training.

The licensed asbestos contractor shall be fully aware of and comply with the following Health Safety and Welfare legislation:-

- The Health and Safety at Work etc. Act 1974
- The Control of Asbestos Regulations 2006
- The Hazardous Wastes Regulations 2005
- The Control of Substances Hazardous to Health regulations 2002
- The Personal Protective Equipment Regulations 1992
- HSG 247 Asbestos: The licensed contractors' guide
- ACOP L143 Working with Asbestos containing materials
- HSG 210 Asbestos Essentials
- HSG 53 Respiratory Protective Equipment at Work
- HSG 65 Successful Health & Safety Management

Instructions for the completion of this document

- 1. This document must be completed in its entirety with responses being given to <u>all</u> questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
- 2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
- 4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

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Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
В	Supplier Information– For information only	11
С	Grounds for Mandatory Exclusion	14
D	Grounds for Discretionary Exclusion	18
E	Technical and Professional Ability	23
F	Tender and Pricing Schedule	26

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions (including some mandatory questions) and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B to E)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will <u>not</u> be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B	Supplier Information– For information only
Section C	Grounds for Mandatory Exclusion
Section D	Grounds for Discretionary Exclusion
Section E & Section F	Pass/ Fail Technical and Professional ability

In relation to discretionary exclusion grounds (section D &E):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Max Marks Available
	Price 60% (600 marks)	
Section F Q1.3	Price	60 / 600max marks
	Total for price	60 / 600 max marks
	Quality 40% (400 marks)	
Section F Q2.2 – Q2.7	Quality of Resources and methodology to be used to deliver the required Services	35 / 350 max marks
Section F Q2.8	Quality and Environmental Assurance to be applied to the contract	5 / 50 max marks
	Total for quality	40 / 400 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	9	
Good	8	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	7	
Acceptable	6	Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
	5	

Minor Reservations	4	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.
	3	
Serious Reservations	2	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.
	1	
Unacceptable	0	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the initial highest mark for Quality Criteria overall will receive the full 400 marks available for Quality. Other tenders will receive a final mark that reflects the difference in the marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 600. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Price will be evaluated by using the day work rates per hour tendered in section F question 1.3, to calculate the cost of a typical job.

The cost of a typical job will be calculated as below:-

Manager	2 hours
Supervisor	24 hours
Operatives	48 hours
Materials	£100 x % mark up
Sub-Contractor	£100 x % mark up

Framework Award Criteria for award of individual jobs

Under the framework arrangement the following award criteria will be used to determine the successful framework supplier for the award of individual jobs:

- Price
- Ability to meet the required individual job timetable
- Ability to meet the required specification

These criteria are not listed in any particular order.

Section A: 1. Form of Tender

	Form of Tender
Shropshire Council Tender for Framework Arrangement for Lice	ensed Asbestos Contractors
whole, or in part, will form part of a framewo Contractors at the prices and terms agreed	an offer to Shropshire Council that if accepted in rk arrangement for Licensed Asbestos I and subject to the terms of the invitation to tender Conditions, copies of which we have received.
Signed	Name
Date	
Designation	
Company	
Address	
	Post Code
Tel No	Fax No
E-mail address	
Web address	

Section A: 2. Non – Canvassing Certificate

Non-Canvassing Certificate
To: Shropshire Council (hereinafter called "the Council")
I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.
I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.
Signed (1) Status
Signed (2) Status
(For and on behalf of)
Date

Non-collusive Tendering Certificate

То:	Shropshire Council (hereinafter called "the Council")	
	The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:	
	/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.	
	/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-	
(a)	communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or	
(b)	entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or	
(c)	offering or agreeing to pay or give or paying 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 Tender or proposed Tender for the Services any act or omission.	
Sigr	ned (1) Status	
Sigr	ned (2) Status	
(Fo	r and on behalf of)	
Date		

<u>Section A:</u> 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status
Signed (2)	Status
(For and on behalf of)
Date	

SECTION B

1. Supplier Information

1.1 Supplier details		Answer
Full name of the Supplier completing the Tender		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant	i) a public limited company	• Yes
box to indicate your trading status	ii) a limited company	□ Yes
	iii) a limited liability partnership	• Yes
	iv) other partnership	□ Yes
	v) sole trader	• Yes
	vi) other (please specify)	• Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply	i)Voluntary, Community and Social Enterprise (VCSE)	□ Yes
to you	ii) Small or Medium Enterprise (SME) ¹	• Yes
	iii) Sheltered workshop	□ Yes
	iv) Public service mutual	□ Yes

¹ See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether yo	ou are;
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	□ Yes
 Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services 	 Yes
If yes, please provide details of your 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.	
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services	□ Yes
If yes, please provide details of your 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.	
d) Bidding as a consortium but not proposing to create a new legal entity.	 Yes
If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.	<u>Consortium members</u> Lead member
Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).	□ Yes
If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix.	<u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

1.3 Contact details				
	Supplier contact details for enquiries about this tender			
Name				
Postal address				
Country				
Phone				
Mobile				
E-mail				

1.4 Licen	sing and registration (please mark	< 'X' in the relevant box)
1.4.1	Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	 Yes No If Yes, please provide the registration number in this box.
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	 Yes No If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.

SECTION C

2. – Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered "yes" to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person		ndicate your marking 'X' in box.
who has powers of representation, decision or control been convicted of any of the following offences?	Yes	No
 (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; 		
 (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; 		
(c) the common law offence of bribery;		
 (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; 		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
 (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; 	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii)destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	
(f) any offence listed—	
(i) in section 41 of the Counter Terrorism Act 2008; or	
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	
 (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); 	
 (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; 	
 (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; 	
 (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; 	
(k) an offence under section 59A of the Sexual Offences Act 2003;	
(I) an offence under section 71 of the Coroners and Justice	

Act 2009	
(m)an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
 (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive— 	
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	
Non-payment of taxes 2.2 Has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?	

2.3 Does your organisation hold a valid 3-year licence for work with asbestos insulation, asbestos coatings and asbestos insulating board, issued under The Control of Asbestos Regulations 2006?	Yes / No
This is a Mandatory Requirement	
Please tick here if copy enclosed	

2.4	Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. ARCA, ATaC, ACAD Please state whether the award belongs to the company or an individual. The contractor shall be a member of a relevant Industry Association (i.e. ARCA, ATaC,					
	ACAD) and that associations' qua					
	Name of Awarding Organisation/BodyLevel of AccreditationDate Date AchievedDate of Expiry/ Renewal					
				Enclosed YES/NO		
	2.4 Managers, supervisors and operatives shall have received appropriate UKATA Cat 1 training.					

This is a Mandatory Requiremen	t	
Please tick here if copy enclosed		

SECTION D

3. Grounds for discretionary exclusion

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	by marking	e your answer g 'X' in the nt box.
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
 (d) your organisation has entered into agreements with other economic operators aimed at distorting competition; 		
 (e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; 		
 (f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; 		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
 (h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or 		

(i) your organisation has undertaken to				
(aa) unduly influence the decision-making process of the				
contracting authority, or				
(bb) obtain confidential information that may confer upon your				
organisation undue advantages in the procurement procedure; or				
(j) your organisation has negligently provided misleading information				
that may have a material influence on decisions concerning exclusion,				
selection or award.				

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

<u>'Self-cleaning'</u>

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- 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.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

5. ECONOMIC AND FINANCIAL STANDING

	FINANCIAL INFORMATION	
5.1	Please provide one of the following to demonstr economic/financial standing; Please indicate your answer with an 'X' in the relevant box.	ate your
	 (a) A copy of the audited accounts for the most recent two years (b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year 	
	 of trading for this organisation (c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position 	
	(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
5.2	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?	Yes
	If yes, please provide the name below:	□ No
	Name of the organisation	
	Relationship to the Supplier completing the tender	
	If yes, please provide Ultimate / parent company accounts if available.	□ Yes
	If yes, would the Ultimate / parent willing to provide a guarantee if necessary?	□ No □ Yes
	If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?)	• No

6. TECHNICAL AND PROFESSIONAL ABILITY

6	Relevant exp	ct examples			
	Please list below up Asbestos Contractor company in the pas Current contracts for libraries, fire stations relevance.				
		lence to the Author	nould be prepared to prity to confirm the w.		
	Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).				
	Where the Supplier managing agent not supplies or services provided in respect or contractor(s) who will				
		Contract 1	Contract 2	Contract 3	
6.1	Name of customer organisation				
6.2	Point of contact in customer organisation Position in the organisation E-mail address				
6.3	Contract start date Contract completion date Estimated Contract Value				
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence				

	as to your technical capability in this market.			
6.5 If you cannot pupelease provide an ex	rovide at least one ex xplanation for this e.g.	ample for questions your organisation is a	6.1 to 6.4, in no more new start-up.	e than 500 words

SECTION E

7 – Project specific questions to assess Technical and Professional Ability

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

Further project specific questions relating to the technical and professional ability of the supplier.

7.1 - Insurance

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	Yes
	indicated below:	No
	Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000	
	* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	

7.2 – Compliance with equality legislation

	For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.				
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an				
	Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	□ No			
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights	□ Yes			
	Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?	□ No			
	If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.				
	If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.				
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other	□ Yes			
	organisations?	□ No			

7.3 – Environmental Management

1.	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	Yes No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes No

7.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes
		No
2.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety	Yes
	Executive (or equivalent body) in the last 3 years?	No
	If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	
	The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other	Yes
	organisations?	No

7.5 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below.

SECTION F – TENDER SCHEDULE

1.	Pricing Schedule				
1.1	Please confirm which be considered for:	of the following value bands of work you wish to	For information only		
	£0 - £2,000 per contract				
	£2,001 - £50,000 per	contract			
	£50,001 - £139,000 p	er contract			
1.2	Please indicate minimum value of work you wish to tender for				
1.3	Day work rates per h	our (inclusive of mileage)	60 / 600 marks		
	£/hour	Trade			
		Manager			
		Supervisor			
		Operative			
	Overtime Rates per h	our:			
	£/hour	Trade			
		Manager			
		Supervisor			
		Operative			
	Materials:				
1.4	Please indicate the p fixed	eriod of time for which the above rates will be	For information only		

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply	
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Managers, supervisors and operatives shall have received appropriate UKATA Cat 1 training.	5 / 50 marks
	This questions is worth 50 marks having a weighting of 5	
	Please tick here if details are attached	
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company, for removal and encapsulation of ACM's from a school boiler room. This question is worth 50 marks having a weighting of 5	5 / 50 marks
	Please tick here to confirm that sample is attached	
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company, for removal and encapsulation of ACM's from a school boiler room. This question is worth 50 marks having a weighting of 5	5 / 50 marks
	Please tick here to confirm that a sample is attached	
2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company, for removal and encapsulation of ACM's from a school boiler room. This question is worth 50 marks having a weighting of 5	5 / 50 marks
	Please tick here to confirm that a sample is attached	
2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the DBS (Disclosure and Barring Service) checking process This questions is worth 20 marks having a weighting of 2.	2 / 20 marks
	20 marks will be awarded for all staff having DBS appropriate checks,	

	10 marks for some staff and 0 marks for no staff with DBS checks.					
2.7						
2.8	Please state any formal systems, relevant to this 9001:2008 and ISO 140 This question is worth	contract, which 01:2004 or EU	n your company op Equivalent.	erates, i.e	e. ISO	5 / 50 marks
	Name of Awarding Organisation/BodyRegistration NumberName of Quality Assurance SystemDate Expiry/ Renewal					
	Please provide copies of the certificates you have given above or other proof of the qualifications.					

AIB Solutions Limited Unit 804 Centre 500 Lowfield Drive Newcastle under Lyme Staffordshire ST5 0UU

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

30th September 2016

Dear Bidder

RMCB 001 - FRAMEWORK ARRANGEMENT FOR LICENSED ASBESTOS CONTRACTORS SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

£0 - £2,000 per contract £2,001 - £50,000 per contract £50,001 - £139,000 per contract

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 10th October 2016

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£0 - £2,000 per contract

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 15 tenders received)
Quality			
Price			
Overall			

★ ★ ★ ★ excellent



General Enquiries: 0845 678 9000 www.shropshire.gov.uk

£2,001 - £50,000 per contract

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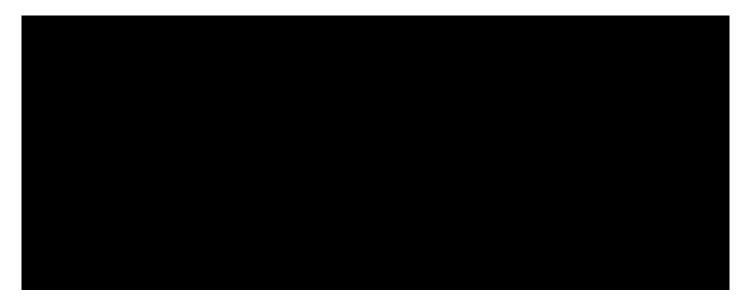
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Overall			

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:-



commercial info





We will be in touch with you again at the end of the standstill period.



Shropshire Council

Strategic Asset Manager Shropshire Council

Asbestech Ltd Unit Q2 Penfold Works Imperial Way Watford Herts WD24 4YY

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

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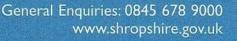
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commercial info





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Premises Services Manager Shropshire Council Strategic Asset Manager Shropshire Council

Asbestos Control and Treatment Ltd Unit 14 Lingard Court Skypark Trading Estate Owen Drive Speke Liverpool L241YL

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

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General Enquiries: 0845 678 9000 www.shropshire.gov.uk

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commercial info



commercial & personal info



Premises Services Manager Shropshire Council Strategic Asset Manager Shropshire Council We will be in touch with you again at the end of the standstill period.

Ductclean (UK) Ltd 1 Woodfield Road, Welwyn Garden City, Herts, AL7 1JQ

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

ropshire

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General Enquiries: 0845 678 9000 www.shropshire.gov.uk commercial info





We will be in touch with you again at the end of the standstill period.

Premises Services Manager Shropshire Council Strategic Asset Manager Shropshire Council

Forest Environmental Ltd Unit 7 32 Aveue Road Birmingham B6 4DY

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

hropshire

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General Enquiries: 0845 678 9000 www.shropshire.gov.uk

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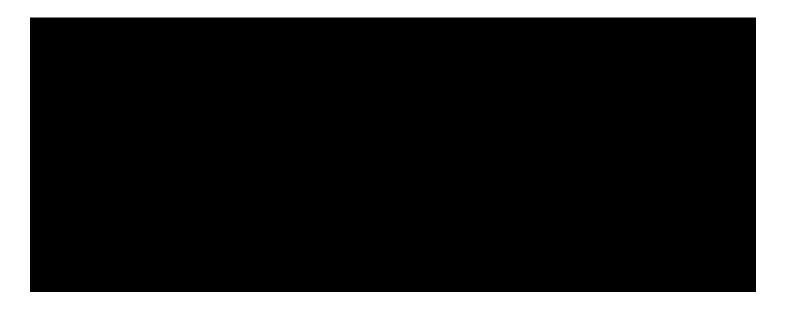
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commercial info





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Shropshire Council



Strategic Asset Manager Shropshire Council

Green Contract Services Ltd Old Hall Brickhouse 2 Congleton Road Sandbach Cheshire CW11 4SR

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

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General Enquiries: 0845 678 9000 www.shropshire.gov.uk

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Price			
Overall			

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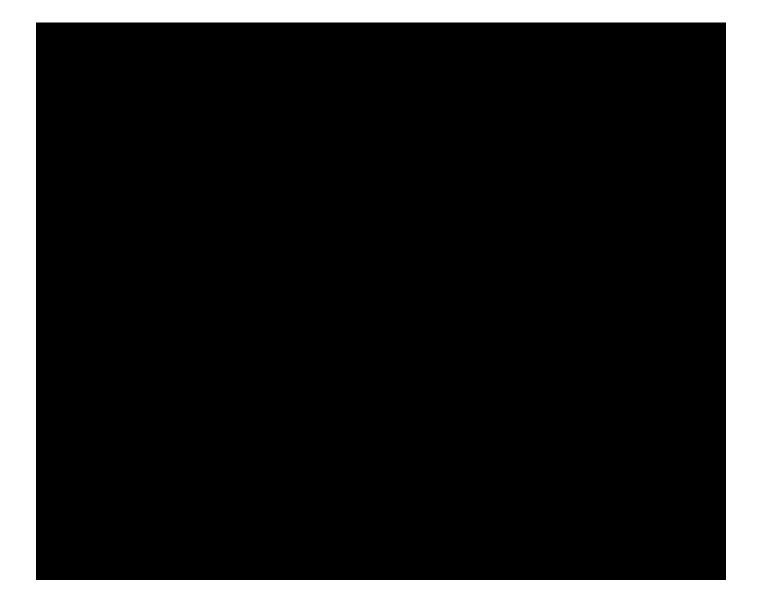
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commercial info





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Premises Services Manager Shropshire Council



Strategic Asset Manager Shropshire Council

Interserve Environmental Services Limited 3rd Floor Litchurch Plaza Derby DE24 8AA. Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

Emailed to:

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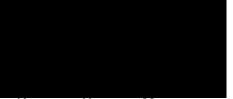
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We will be in touch with you again at the end of the standstill period.



Premises Services Manager Shropshire Council



Strategic Asset Manager Shropshire Council

personal & commercial info

Lawson Demolition Limited Station Yard Station Road Shrivenham Swindon Wiltshire SN6 8JL

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

Emailed to:

30th September 2016

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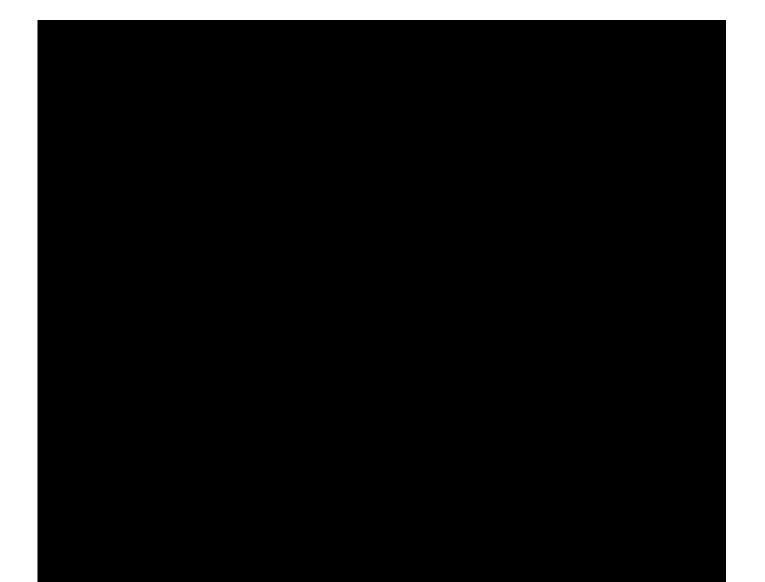
General Enquiries: 0845 678 9000 www.shropshire.gov.uk

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Overall			

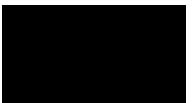
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We will be in touch with you again at the end of the standstill period.



Premises Services Manager Shropshire Council



Strategic Asset Manager Shropshire Council personal & commercial info

Rhodar Ltd, Unit 2B Stretton Business Park, Brunel Drive, Stretton, Burton Upon Trent, DE13 0BY

Emailed to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

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£0 - £2,000 per contract

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 15 tenders received)
Quality			
Price			
Overall			





General Enquiries: 0845 678 9000 www.shropshire.gov.uk

£2,001 - £50,000 per contract

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 18 tenders received)
Quality			
Price			
Overall			

£50,001 - £139,000 per contract

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 17 tenders received)
Quality			
Price			
Overall			

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:-







We will be in touch with you again at the end of the standstill period.



Premises Services Manager Shropshire Council



Strategic Asset Manager Shropshire Council

personal & commercial info

Shield Environmental Services Ltd Unit 8G1 Maybrook Business Park Maybrook Road Sutton Coldfield B76 1AL Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Shropshire

30th September 2016

Email sent to:

Dear Bidder

RMCB 001 - FRAMEWORK ARRANGEMENT FOR LICENSED ASBESTOS CONTRACTORS SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender for the following value bands:

£0 - £2,000 per contract

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of you onto the framework. A mandatory "standstill" period is now in force; this period will end at midnight on 10th October 2016

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework after the expiry of the standstill period.

£0 - £2,000 per contract

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 15 tenders received)
Quality			
Price			
Overall			



General Enquiries: 0845 678 9000 www.shropshire.gov.uk

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:-

commercial & personal info



We will be in touch with you again at the end of the standstill period.



Premises Services Manage Shropshire Council



Strategic Asset Manager Shropshire Council