



## TENDER NOTICE

### IMC046 – FRAMEWORK ARRANGEMENT FOR TARPAVING WORKS

Applicants are invited to tender for the paving of playgrounds, roads and drives at various Shropshire Council properties and those of other external clients to Shropshire Council for a period of up to 4 years commencing on 1<sup>st</sup> October 2012.

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

If you wish to receive tender documents, please email or write as soon as possible to [REDACTED], Procurement Manager, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND, email [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) quoting reference IMC046.

The deadline for the return of completed questionnaires is **12 noon 10<sup>th</sup> August 2012.**

personal info



As per email

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for: [REDACTED]

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Sirs

**IMC046 – FRAMEWORK ARRANGEMENT FOR TARPAVING WORKS  
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Particular Specification
5. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. 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 Friday 10<sup>th</sup> August 2012**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

personal info

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

### 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.

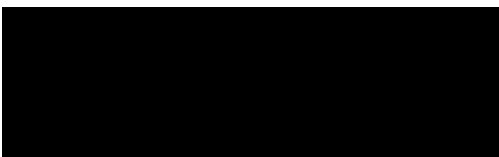
### Other Details

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.

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

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



  
Procurement Manager  
Commissioning & Procurement  
[procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)  
Tel: 01743 252993  
Enc



# **INSTRUCTIONS FOR TENDERING**

## **IMC 046 Framework Arrangement For Tarpaving Works**

## Shropshire Council Instructions for tendering

### **Contract Description:**

Shropshire Council intends to set up a framework of Tarpaving works. See Part 2 Particular Specification – IMC046 Paving of Playgrounds, Roads & Drives.

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

The Contract will be for a period of up to 4 years commencing on 1<sup>st</sup> October 2012. The Contract may be extended on an annual basis for a further three years subject to satisfactory performance.

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for a framework of service providers for Tarpaving works 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 contract/framework will be for a period of 4 years commencing on the 1<sup>st</sup> October 2012.
- 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 pre-tender 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 pre-tender 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.

## **2.2 Terms and Conditions**

- 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 work in accordance with the contract throughout

the duration of the framework agreement.

### **3.0 Preparation of Tenders**

#### **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.

### **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 Tender Submission**

**4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, Friday 10<sup>th</sup> August 2012. One hard copy and one CD copy of your Tender Response Document must be returned.**

**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** **Variant Bids**

**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.

**6.0** **Tender Evaluation**

**6.1** 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.

**6.2** 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.

**7.0** **Clarifications**

**7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

**7.2** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED], Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: [REDACTED])

quoting the contract reference and title.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **3<sup>rd</sup> August 2012**.
- 7.5** 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.
- 7.6** 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 Confidentiality**

- 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 its 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 Freedom of Information**

**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: <http://www.ico.gov.uk>

**11.0 Disqualification**

**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 E-Procurement**

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 Award of Contract**

### **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 its 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 Value of Contract**

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 Acceptance**

**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 be asked to quote as appropriate for 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 Tarpaving 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 unforeseen costs.
- 15.4** The successful Tenderer(s) 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 1<sup>st</sup> October 2012.

**16.0** **Payment Terms**

**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** **Liability of Council**

- 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** **Declaration**

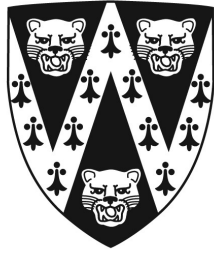
We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....



**Shropshire**  
Council

## **PART 2 - PARTICULAR SPECIFICATION**

### **IMC046 – TARPAVING WORKS**

**Prepared by:  
Surveying Team  
Shared Services  
May 2012**

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## **1.0 GENERAL CONDITIONS**

### **1.1 COMMENCEMENT OF WORK**

The Contractor will be held responsible for arranging the date of the commencement of the work with the person in charge of the premises or their representative at least fourteen days in advance and shall give ten days' notice in writing to the Surveying Team Leader of these arrangements.

### **1.2 SAFETY AND WELFARE OF WORKMAN**

The Contractor's attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries and must allow in his tender for the complying with the regulations as will be required on this contract.

### **1.3 IMPORTANT NOTES**

- The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense.
- The Contractor and his employees must report to the premises office or reception whenever they are visiting the site to 'book-in', and ensure they 'book-out' when leaving the site on all occasions.
- The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable and respectable clothing.
- This project is being undertaken on an active County Council site and as such the normal operation of the site should not be interfered with. Co-operation and liaison with the site manager about the schedule and limitations is imperative.

### **1.4 IDENTITY PASSES**

All employees and persons servicing the Contractor are, at the Contractor's expense, to be provided with identification passes which meet the minimum acceptable standards of Shropshire Council. The passes should contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Surveying Team, at any time while the operative is on site.

### **1.5 GENERAL HEALTH AND SAFETY**

The site is to be maintained as a clean area at all times free of any litter or debris. The Contractor is to ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

Skips will only be permitted on site after consultations with the Contract Administrator and/or the Premise Management.

The Contractor is to provide suitable first aid facilities on site.

The Contractor is to ensure that all personnel are provided with, and instructed to wear, proprietary head protection where and whenever there is a risk of injury.

The Contractor is to provide his own toilet facilities to be located within the compound area, suitably 'plumbed in' to adequate services with the manhole securely boarded over. If the premises management agree to provide in-house toilet facilities, the Contractor is to ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

## **1.6 LEGISLATION**

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

The Health and Safety at Work Act 1974	
Construction and Design Management Regulations 1994	
Construction (Health Safety and Welfare) Regulations 1996	Lifting Operations
Regulations 1961	
Personal and Protective Equipment	Regulations 1992
The Construction (Lifting Operations)	Regulations 1961
The Construction Head Protection	Regulations 1989
The Health and Safety (First Aid)	Regulations 1981
The Control of Substances Hazardous to Health	Regulations 1994
The Electricity at Work	Regulations 1989
The Fire Precautions Act: 1971	

This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

## **1.7 SPECIFIC HEALTH AND SAFETY**

The document "Construction and Building Works at Council Premises/Sites" gives specific guidance to the requirements of Shropshire Council.

## **1.8 RISK ASSESSMENT**

**The Contractor is to carry out a detailed and recorded "Risk Assessment" for the works and attach two copies to the completed tender documents when returning.**

### **General Principle of Risk Assessment**

The risk assessment will identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1992 associated with Health and Safety at Work.

## **2.0 SCOPE OF WORK**

The work consists of: -

### **Tarpaving Works to Various Council Properties.**

## **2.1 TENDERING**

Contractors are requested to cost each item in the attached schedule and return with tender which will be used as the basis for the Council's 2012/13 Tarpaving Programme. Any alterations or additions to the schedule will be charged at pro rata or extra over costs to be agreed with the Supervising Officer prior to commencement of work.

## **2.2 DURATION OF CONTRACT**

In the first instance competitive fixed unit cost tenders are being invited for the period 1<sup>st</sup> October 2012 to 30<sup>th</sup> September 2016. The contract may be extended annually for a further three years subject to satisfactory performance during the contract year.

## **2.3 COMMENCEMENT OF WORK**

The Contractor will be held responsible for arranging the date of the commencement of the work with the person in charge of the premises at least fourteen days in advance and shall give ten days' notice in writing to the Surveying Team of these arrangements.

## **2.4 ADMINISTRATION OF WORK**

Prior to awarding of contract the successful contractor is to submit proposals for the :-

- a) Administration of work and certification of accounts.
- b) Organisations of work this to be carried out by one person covering the entire County.
- c) Supervision of work.
- d) Assurances as to their capability to handle volume of work during school holidays.

## **2.5 SAFETY AND WELFARE OF WORKMEN**

The Contractor's attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries and must allow in his tender for complying with the regulations as will be required on this contract.

## **2.6 EXTENT OF WORK**

Due to changes in budgets the extent of work is not currently known. However a programme of work approximately £50,000 per year is anticipated (this can not be guaranteed).

## **2.7 GUARANTEE**

The Contractor shall guarantee his paving for three years and shall make good all defects in materials or workmanship arising during the period of three years from completion of the contract at his own expense.

### 3.0 GENERAL WORKS

#### **A**            **DESCRIPTION OF SITES**

- A : 01            The site is as indicated on relevant drawing or as indicated at time of tendering individual projects.
- A : 02            Access to the site will be with prior agreement of Site Supervisor with limited and restrictive access. The Contractor shall allow for forming all temporary roads and means of access as required for bringing plant and materials on to the site and shall make good on completion.
- A : 03            The Contractor's storage area - space is very restrictive and only a minimum amount of material can be stored on site, therefore quantities of materials will have to be stored off site and brought to the works as and when required.
- A ; 04            Storage and work areas are to be fully reinstated upon completion of the contract; the Contractor will be expected to leave tarmac and hard paved areas in the same condition as that pertaining at the start of the contract.
- A : 05            The Contractor is advised to visit the various sites before tendering particular jobs in order to ascertain all local conditions and restrictions likely to affect the execution of the works. No claims arising from failure to do so will be considered.

#### **B**            **HEALTH AND SAFETY**

##### Compliance with the management of Health and Safety at Work Regulations and the Construction Design Management Regulations

- B : 01            Contractors carrying out building work on Council property must carry out their own risk assessment and submit a Safety Plan prior to works commencing on site, as defined by Construction Design Management Regulations, a safety plan is to be submitted by the Electrical Engineer which you are to include in your Health and Safety Plan.

##### General principle of risk assessment

- B : 02            The risk assessment will identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and regulations (including the Management Regulations) associated with the Health and Safety at Work Act and Construction Design and Management Regulations.

##### **Items to be considered**

- B : 03            The Contractor shall pay particular attention to the following items that have been identified as posing particular problems related to Health and Safety. The successful Contractor will be required to provide his own written assessment covering all these items.

1.            Segregation of working area from staff and general public
2.            Use of plant and equipment
3.            Use of portable power tools
4.            Action to be taken in case of fire

5. Welfare of employees
6. Removal of waste
7. Storage of equipment
8. Underground services
1. Overhead services

## **C**      **COMMODITIES AND WORKMANSHIP GENERALLY**

- C : 01      Commodities to be new, unless otherwise specified. Handle, store, assembly and/or fix with care to ensure that they are in perfect condition when incorporated into the works.
- C : 02      Handle, store and fix each commodity in accordance with the manufacturer's recommendations. Inform Supervising Officer if these conflict with any other specified requirements. Submit copies of manufacturers' recommendations to Supervising Officer when requested.
- C : 04      For commodities specified to a British Standard, obtain certificates of compliance from manufacturers when requested by the Supervising Officer.
- C : 05      Where a choice of manufacture is allowed for any particular commodity, obtain the whole quantity required to complete the work from one manufacturer or obtain approval of any change in source of supply. Produce written evidence of source of supply when requested by Supervising Officer.
- C : 06      Where approval of commodities is specified, submit samples. Do not confirm orders for commodities until approval has been obtained. Retain approved samples on site for comparison with commodities used in the works. Remove when no longer required.
- C : 07      Check all dimensions, both on drawings and site, particularly the correlation between components and the work place.
- C : 08      Safeguard the site, the works, materials and plant from vandalism, damage and theft.
- C : 09      Take all reasonable precautions to prevent unauthorised access to the site, the works and adjoining property.
- C : 10      School playground surfacing may be carried out during term time with the agreement of Site Supervisor, Contractor must allow for taking all necessary precautions to ensure the safety staff, public and pupils.

## **D**      **WORK AT COMPLETION**

- D : 01      Clean the works thoroughly, remove all rubbish and surplus materials.
- D : 02      Remove all temporary markings, coverings and protective wrappings, unless otherwise instructed.
- D : 03      Cleaning materials and methods to be as recommended by the manufacturer of the commodity being cleaned.



## **PREPARATION, MATERIALS AND WORKMANSHIP**

### **E EXCAVATION AND EARTHWORKS GENERAL**

- E : 01 Excavate trenches for foundations, drainage and soakaways etc., all to the widths and depths to an approved solid bottom and get out. Where trench bottoms deteriorate, due to water or other cause, excavate further to sound ground immediately before concrete is laid. Bottoms of all trenches, etc. are to be inspected and approved by the Supervising Officer before concrete is laid.
- E : 02 Level, well ram and consolidate surface of ground and bottoms of all excavations to receive concrete foundations, beds etc.
- E : 03 Should any excavations be made below the level shown or required to obtain a solid bottom, the Contractor must fill up excavation to the proper level with concrete as described later for foundations.
- E : 04 Return and fill in selected excavated material around drainage trenches and foundations outside walls up to original ground level, or as required, and carefully ram and consolidate. No filling in shall be executed until the concrete foundations, brick footings, etc., have been inspected by the Supervising Officer.
- E : 05 Keep the whole of the excavation free from water arising from rain, drains, flood, springs, or any other cause, by pumping, baling, draining or otherwise.
- E : 06 Excavate for foul drain through existing paved area to required depth. Leave trench sides and bottom even and solid and get out. Remove surplus material from site.
- E : 07 The material for hardcore shall be chemically inert and possess a physical strength adequate for its purpose. Hardcore for filling over 300mm thick to pass a 150mm ring, but with not more than 50% fines; for filling less than 300mm thick to pass a 100mm ring graded down to and to be retained on a 25mm ring. Suitable materials are well burnt brick, broken paving slabs, stone or quarry waste, coarse well burnt clinker, broken concrete, coarse gravel or slag. Suitable materials for fines are sand, fine gravel, well burnt ashes, pulverised fuel ash or similar silts.
- E : 08 Make up to required levels as shown on the drawings under concrete slabs and behind walls with hardcore laid in layers not exceeding 150mm thick, each layer well consolidated before the next layer is laid.
- E : 09 Blind over the Hardcore with approved fines to a consolidated thickness of 25mm.
- E : 10 Lay continuous Visqueen polythene waterproof membrane, 1200 Super (300 micron) with joints lapped 150mm, welted and taped with Visqueen self-adhesive tape.

### **F CONCRETE MATERIALS**

- F : 01 The cement is to be Ordinary Portland Cement of British manufacturer, to B.S. 12, Part 2, metric units delivered in the original sealed bags of the manufacturer and shall be stored in such a manner as to avoid deterioration. Cement to be used sequentially. Rapid hardening cement may not be used without prior

approval.

Sulphate resisting cement shall comply with B.S. 4027.

Greek cements shall not be used.

F : 02 Aggregates shall comply with B.S. 882 and to be as follows:-

Sand/fine aggregates - to be washed and graded within the grading zones 1, 2 and 3 of Table 2, B.S. 883. The aggregate shall be damp but on no account shall it be used either saturated with water or perfectly dry.

Coarse aggregate - to comply with Table 1, B.S. 883, and to be of broken stone or gravel consisting of particles practically spherical or cubical in shape, clean and free from dust.

F : 03 Water throughout shall be perfectly clean and fresh obtained from the local piped supply.

#### **MIXING AND PLACING, ETC.**

F : 04 The grade of concrete referred to hereafter shall have the following quantities of aggregate per 100 Kg of cement.

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Grade of Concrete		Nominal maximum size of aggregate (mm)			
Workability Range		Medium 50-100	High 80-170	Medium 25-75	High 65-135
		kg	kg	kg	kg
Blindings	C7.5	1080	920	900	780
Foundations	C10	900	800	770	690
Founds/Slabs	C15 Total	790	690	680	580
Reinforced	C20 Aggregate	660	600	600	530
Work/Slabs	C25	560	510	510	460
'Special' Work	C30	510	460	460	400

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F : 05 Materials for concrete shall be measured in approved gauge boxes on a boarded platform. The proportions referred to above are for dry aggregates and due allowance shall be made for the moisture content, to the satisfaction of the Supervising Officer.

The amount of mixing water shall be sufficient to give a good workable mix, but in no case shall the slump, as measured in accordance with B.S. 1881: Part 2, exceed 50 mm.

The mixing, unless otherwise approved, shall be carried out in an approved mechanical batch mixer. Mixing shall continue until there is a uniform distribution of materials and the mass is uniform in colour and consistency.

F : 06 Concrete shall be moved as quickly as possible from the mixer to its final position in the structure. No concrete shall be placed more than 30 minutes after mixing.

After depositing, the concrete shall be well rammed or otherwise consolidated so that the finished concrete shall be a solid mass, free from air pockets and voids. If vibrating consolidation is used, the type of vibrator must be approved by the Supervising Officer prior to its use.

**CONCRETING IN COLD WEATHER**

F : 07 With normal protective measures only, no concreting will be allowed below 1 degree Celsius on a rising thermometer, or 3 degrees Celsius on a falling thermometer.

Concrete below 1 degree Celsius on a rising thermometer, or 3 degrees Celsius on a falling thermometer, will be allowed only if the most stringent precautions are taken, including pre-heating of water and aggregates, defrosting of formwork and reinforcement and screening in conjunction with space heating.

F : 08 Ready-mixed concrete may be used, subject to the Supervising Officer's PRIOR approval.

The concrete works shall comply with this specification except that the preliminary strength tests may be waived at the Supervising Officer's discretion.

The supply and delivery of ready-mixed concrete shall comply with the recommendations of B.S. 1926. For plant mixed concrete, the delivery note for each batch shall state the time at which the concrete was mixed.

**TESTING OF CONCRETE**

F : 09 The strength of the concrete shall be determined by compression tests in accordance with B.S. 1881, on standard cubes which shall be cast in specially prepared metal moulds.

F : 10 Samples of concrete may be taken from each element of the works whenever concreting is taking place, the actual number being agreed with the Supervising Officer.

F : 11 All cubes shall be marked with a serial number and the Contractor shall maintain a register of the cubes and shall arrange with the testing laboratory for the compression tests to be made at the ages required. One copy of the test report shall be sent direct by the laboratory to the Supervising Officer within seven days of testing.

F : 12 Approved testing laboratories are:-



F :13 Notwithstanding the requirement for cube testing the Contractor shall keep a standard slump cone available on site. Slump tests in accordance with B.S. 1881 are to be carried out daily and whenever a change is made in the materials or water/cement ratio. For concrete in slabs the slump shall not exceed 50 mm.

F : 14 The removal and replacement of defective work is to be carried out as the Supervising Officer directs. Any such removal and replacement of defective work is to be carried out at the Contractor's own expense.

## **G BRICK AND BLOCKWORK**

### **GENERALLY**

G : 01 All bricks must be the best of their respective kinds, hard, square, sound, well burnt and even in size and texture. Samples of each type of brick taken at random shall be deposited with and approved by the Supervising Officer BEFORE being used in the works, and all subsequent bricks shall be generally up to the standard of the approved samples.

G : 02 Common bricks shall be special quality common bricks as Stourbridge Class 6 common wire-cut bricks obtained from Redland Bricks, Tansey Green Road, Kingswinford, West Midlands, DY6 7LS, or similar if equal and approved by the Supervising Officer.

G : 03 Precast concrete blocks shall be obtained from an approved manufacturer and shall be in accordance with B.S. 6073, Parts 1 and 2, and solid, and have an average compressive strength of 7 N/mm<sup>2</sup>. All blocks shall be in a dry and properly cured state when delivered to site.

### **MORTARS, ETC.**

G : 04 The cement shall be as 4.011.

G : 05 The lime for cement/lime mortar shall comply with B.S. 890, Part 2, semi-hydraulic, type 1, 2 or 2 and shall be used directly from the bag.

Masonry cement shall be one of the following:-

"Crown" - The Rugby Portland Cement Co. Ltd.

"Masonry Walcrete" - The Cement Marketing Co. Ltd.

G : 06 Mortar plasticisers shall comply with B.S. 4887 and shall only be used with the prior approval of the Supervising Officer and selected from the following approved list:-

"Barrolin C" - Expamdite Ltd.

"Evode" - Evode Ltd.

"Febmix-Admix" - F.E.B. (Great Britain) Ltd.

"Plaz" - Sealocrete Products Ltd.

G : 07 The sand for mortar generally to be clean, sharp, coarse, washed sand, free from all impurities and conforming in all respects with B.S. 1200.

G : 08 The mortar for use below damp-proof course shall be composed of one part by volume of masonry cement to three parts of sand.

N.B. Use sulphate resisting cement in manholes.

G : 09 The mortar for use above damp-proof course shall be gauged mortar composed either of:-

- (i) One part by volume of Portland cement, one part of lime to six parts sand, OR
- (ii) One part by volume of Portland cement to five parts of sand with the addition of a plasticiser listed at 5.024, OR
- (iii) One part by volume of masonry cement as listed at 5.023 to five parts sand.

G : 10 The mortar for use for wall rendering shall be either gauged mortar composed of one part by volume of Portland cement, one part of lime to six parts of sand, OR mortar composed of one part by volume of masonry cement to three parts of sand.

### **BONDING**

G : 11 Brickwork generally shall be built up in stretcher bond.

### **LAYING**

G : 12 All brickwork and blockwork shall be set out and built to the respective dimensions, thicknesses and heights shown upon the drawings.

In dry weather the suction rate of all clay bricks shall be adjusted by wetting before being used and the tops of walls left off shall be wetted before work is commenced.

Sand-lime and concrete bricks shall not be wetted.

G : 13 All bricks and blocks shall be laid frog uppermost and be well buttered with mortar before being used and the tops of walls left off shall be wetted before work proceeds.

Brickwork or blockwork shall be carried up in a uniform manner, no one portion being raised more than 1000mm above another at any one time. All perpend, quoins, etc. shall be kept strictly true and square and the whole properly bonded together and levelled round at each floor.

G : 14 No brickwork or blockwork shall be carried out in frosty weather, except with the written permission of the Supervising Officer when such precautions as may be directed shall be adhered to.

G : 15 Where drainage pipes penetrate brickwork below ground level 100 x 100 R.C. lintels are to be "built-in" over to each skin, and void filling with Rockwool insulation.

### **SUNDRIES**

G : 16 Wall ties to be stainless steel to B.S. 1243: 1978.

## **H            KERB/EDGING**

- H : 01        **Precast Concrete:**  
To BS 7263: Part 1.  
Method of manufacture: Wet press process.  
Manufacturer and reference: Marshalls Mono Ltd, Southowram, Halifax, West Yorkshire HX3 9SY  
Tel No 01422 366666 Fax 01422 330185  
Type/size: 150 x 50 flat top edging REF EF, 225 x125 half battered kerb REF HB2, 225 x 178 half battered drop kerb handed right/left REF 17, 178 x 153 centre stone drop REF 20.  
Finish/colour: natural  
Joints: dry butt
- H : 02        **Envirokerb:**  
Method of manufacture: Recycled plastic.  
Manufacturer and reference: Pipeline & Drainage Systems PLC, Sales and Distribution Centre, 12a Flanshaw Way, Flanshaw, Wakefield, WF2 9LP  
Tel No. 01870 7541200 Fax 01870 7541201  
Type/size: 250 x 125 half battered kerb, 250/ 150 x 125 half battered drop kerb, 150 x 125 centre stone drop, radius kerb.  
Finish/colour: natural  
Joints: dry butt
- H : 03        **Laying Generally:**  
Where necessary cut units neatly and accurately with a masonry saw and without spalling to give neat junctions.  
Bed units in mortar, true to line and level along top and front faces, on accurately cast foundations and secure with a continuous haunching of concrete. Allow bedding to set before placing haunching.  
Keep exposed faces of units clean and free from concrete and mortar droppings.
- H : 04        **Concrete for Foundations & Haunching:**  
To BS 5328, Designated mix not less than C15, very low workability.
- H : 05        **Mortar Bedding:**  
As previously described.  
Mix: 1:3 Portland cement, class 42.5: BS 882 sand, grading M or F.  
Bed thickness: 10 mm minimum to 40 mm maximum.
- H : 06        **Haunching Dowels:**  
Steel bar to BS 4482, 12 mm diameter x 150 mm long.  
Insert dowels vertically into foundation while concrete is still plastic, at 450 mm centres, 50 mm from back face of kerb and with 75 mm projecting.  
Haunching to be rectangular cross section, cast against formwork, so as to fully enclose and protect dowels.
- H : 07        **Accuracy:**  
Maximum deviations:~Level: +/-6 mm; Horizontal and vertical alignment: 3 mm in 3 m.
- H : 08        **Narrow Mortar Joints:**  
Butter ends of units with bedding mortar as laying proceeds to completely fill joints. Tightly butt to a thickness of 3 mm and clean off surplus mortar immediately.

H : 09      **Tooled Mortar Joints:**  
Butter ends of units with bedding mortar as laying proceeds to completely fill joints to a thickness of 6 mm. Tool to a neat flush profile.

**J            DRAINAGE BELOW GROUND**

**GENERALLY**

J : 01      **Existing Drains:**  
Before starting work, check invert levels and positions of existing drains, sewers, inspection chambers and manholes against information shown on drawings and report any discrepancies to Supervising Officer.  
Adequately protect existing drains and maintain normal operation during construction.

**TYPE(S) OF PIPELINE**

J : 02      **Clay Pipelines:**  
Pipes, bends and junctions, terminal/access fittings:  
Vitrified clay to BS EN 295-1, with flexible joints, Kitemark certified.  
Manufacturer: Hepworth Building Products. Hazlehead, Stocksbridge, Sheffield.  
S30 5HG  
Tel: 01226 763561.  
Reference: 'Supersleve' or equal and approved upon application. Strength: [40 Kn/m]

J : 03      **Plastics Pipelines:**  
Pipes, bends and junctions: PVC-U to BS 4660 or BS 5481, with flexible joints, Kitemark certified.

**EXCAVATING/BACKFILLING**

J : 04      **Excavated Material:**  
Unless otherwise specified, set aside, turf, topsoil, hardcore, etc. for use in reinstatement.

J : 05      **Lower Part of Trench:**  
From bottom up to 300 mm above crown of pipe the trench must have vertical sides and be of a width as small as practicable but not less than external diameter of pipe plus 300 mm or larger dimension if specified.

J : 06      **Assumed Type of Subsoil:**  
Where the type of subsoil at the level of the crown of the pipe differs from that stated for the type of pipeline, obtain instructions before proceeding.

J : 07      **Formation for Beds Generally:**  
Excavate to formation immediately before laying beds or pipes.  
Remove mud, rock projections, boulders and hard spots and replace with consolidated bedding material.  
Harden local soft spots by tamping in bedding material.  
Inform Supervising Officer in advance to give him reasonable opportunity to inspect excavated formation for each section of the work.

J : 08      **Backfilling to Pipelines Generally:**  
Unless specified otherwise, backfill from top of specified surround or protective

cushion with material excavated from the trench, compacted in layers not exceeding 300 mm thick. Do not use heavy compactors before there is 600 mm of material over pipes.

J : 09

**Backfilling Under Roads & Pavings:**

Backfill from top of specified surround or protective cushion up to formation level with Granular Subbase Material Type 1 to DOT Specification for Highway Works, Clause 803, laid and compacted in 150 mm layers.

**BEDDING/JOINTING**

J : 10

**Installation Generally:**

Obtain pipes and fittings for each pipeline from the same manufacturer unless otherwise specified. Joint differing pipes and fittings with adaptors recommended by pipe manufacturer.

Lay pipes to true line and regular gradient on an even bed for the full length of the barrel with sockets (if any) facing up the gradient.

Joint using recommended lubricants, leaving recommended gaps at ends of spigots to allow for movement.

Adequately protect pipelines from damage and ingress of debris. Seal all exposed ends during construction.

Arrange the work so as to minimise time between laying and testing. Backfill after successful testing.

J : 11

**Class S Full Depth Granular Support:**

Granular material: To BS 882:

Pipe size (DN)	Nominal single size (mm)
100 & 150	10
225 & 300	10 or 20

Lay and compact to a thickness not less than 100 mm over full width of trench. Scoop out locally at couplings/sockets and lay pipes digging slightly into bed and resting uniformly on their barrels. Adjust to line and gradient.

After initial testing, lay and compact by hand more granular material to 100mm above crown of pipe.

Backfill with a protective cushion of selected fill, free from vegetable matter, rubbish, frozen soil and material retained on a 40 mm sieve. Compact by hand in 100 mm layers to 300 mm above crown of pipe. (100 mm of granular material may be used in lieu).

J : 12

**Concrete Surround for Shallow Pipes under Buildings:**

Where crown of pipe is less than 300 mm below underside of slab, encase pipe in concrete of same mix as slab and cast integrally with the slab. Extend length of concrete surround to within 150 mm of next nearest flexible joint.

Excavate trench after hardcore has been laid and compacted.

Lay concrete blinding, 25 mm thick over full width of trench and allow to set.

Lay pipes on blinding on folding wedges of compressible board not less than 100 mm above blinding. Anchor the pipeline or fill with water, if necessary, to prevent flotation.

J : 13

**Concrete Surround for Pipes General:**

Concrete mix as C10.

Lay concrete blinding, 25 mm thick over full width of trench and allow to set.

Lay pipes on blinding on folded wedges of compressible board not less than 100 mm above blinding.

Form vertical construction joints in surround at face of flexible pipe joints using 18 mm thick compressible board precut to profile of pipe. Fill any gap between spigot and socket with resilient material to prevent entry of concrete.





- J : 21      **Rainwater Pipe to Shoe – Horizontal Inlet:**  
Pipe set into Hepworth SA6,7 or 8 adaptor over Hepworth SBR1 rest bend connected to cut straight pipe connected to Hepworth SPA1 access pipe with appropriate lockable sealing plate and frame. Use Hepworth SPR raising pieces as necessary to suit paving/ground levels.
- J : 22      **Paving Gulley – Pedestrian Areas:**  
Set, where appropriate, into centre of paving slabs, square grating in Hepworth RRS2/2 (or 3 or 4) square raising piece finished with in-situ concrete dished gulley top, set over Hepworth RGN5 square gulley connected to drain pipe.  
Bed and surround in concrete as J : 13.
- J : 23      **Paving Gulley – Light Vehicle Areas:**  
Hepworth type IHG3/GB-325 road gulley grating set over two courses of Class B engineering bricks set over type MGP1/1 polypropylene road gulley set on and surrounded in concrete as Clause J : 13.
- J : 24      **Rodding Points:**  
[Hepworth SRP1/1 rodding point set over cut straight pipe connected to SB2/1 45 degree bend connected to drain run. Set rodding point in concrete or paved area.]
- J : 25      **Gullies:**  
Road gullies, 300 mm. dia. x 600 mm. deep concrete road gullies to B.S. 556 outlet dia. 100 mm. complete with cast iron grating straight bar, hinged, dished, medium duty pattern 300 x 300 mm. over gate and 100 mm. deep, surrounded in C20 mix concrete.
- J : 26      Mud gully 285 x 285 x 450 mm. deep to B.S. 556 with 100 mm. diameter outlets complete with cast iron hinged grating 300 mm. x 300 mm. and surround in C20 mix concrete.
- J : 27      **Drainage Channel:**  
Manufacture and reference – ACO Technologies plc, ACO Business Park, Hitchen Road, Shefford, Bedfordshire, SG17 5TE Tel No. 01462 816666 Fax 01462 815895  
ACO Multidrain MD system 150mm wide incorporating 0.6% slope, plastic slotted grating and bedded on concrete C20 100mm thick full width and haunched both sides. Multidrain MD system 150mm wide sump unit, bedded on concrete C20 100mm thick full width and haunched both sides and connected to 100mm as previously described.
- J : 28      Excavate for and provide and lay 305 x 90 mm. dished concrete channels set on C20 mix concrete base 450 x 100 mm. haunched both sides.
- J : 29      **Conventional Channel(s), Branches & Benching:**  
Bed main channel solid in 1:3 cement:sand mortar. Connect branches to channel, preferably at half channel level, so that discharge flows smoothly in direction of main flow. Where the connecting angle is more than 45 degrees to direction of flow use three-quarter section channel bends.  
Form benching in concrete, as Section E10.101, to rise vertically from top of main channel to a level not lower than soffit of outlet pipe, then slope upwards at 10% to walls. Within 3 hours float with coat of 1:3 cement:sand mortar and finish smooth with steel trowel.

J : 30      **Manufacture:**  
Obtain each complete assembly of fittings, traps, etc., including appropriate couplings, from the same manufacturer, and check compatibility of components with each other and with the pipe system.

J : 31      **Installation of Fittings:**  
Set fittings square with and tightly jointed to adjacent construction as appropriate. If open to doubt obtain instructions.  
Bed and surround fittings, traps, etc. in concrete, 150 mm thick, mix as specified under 'Generally'.  
Permissible deviation in level of gully gratings to be +0 to -10mm,  
Fit purpose made temporary caps over exposed openings in fittings and protect from site traffic.

### **MANHOLES/CHAMBERS/SOAKAWAYS/TANKS**

J : 32      **Brick Manholes/Inspection Chambers:**  
Construct a manhole 1.20 x 0.75m., internal dimension, constructed one brick thick in English bond. Foundation shall be 150mm thick concrete C20 and extend out 150mm beyond external site of brickwork, 100mm dia standard. Clayware channels shall be provided to B.S. 65/540. Concrete C20 shall be placed around channels to form benching with falls not less than 30 to channels. The Contractor shall include for halting the flow through the manhole until any work has cured. The manhole shall have a 150mm thick reinforced concrete cover slab C20 extending the full width of brickwork, bedded in mortar. The cover slab shall be provided with a single seal solid top medium heavy duty cover and frame 600mm x 450mm to B.S. 497/76 Grade B. Backfilling of excavation with selected hardcore.

J : 33      **Plastics Inspection Chambers:**  
Inspection chambers: To BS 7158.  
Bedding: on 150mm thick concrete C20 and extend out 150mm beyond external.  
Backfilling: 150mm granular surround Concrete collar C20 150mm thick The cover slab shall be provided with a single seal solid top medium heavy duty cover and frame 600mm x 450mm to B.S. 497/76 Grade B.  
Remove temporary caps as necessary and make pipework connections. Fit caps to unused branches. Backfilling of excavation with selected hardcore.

J : 34      **Silt Pit:**  
Silt pit consisting of precast concrete sections set on 150mm C20 concrete base internal size 600 x 750 x 1200mm. The silt pit shall have a 150mm thick reinforced C20 concrete cover slab extending the full width of concrete sections, bedded in mortar. The cover slab to be provided with a single seal solid top medium heavy duty cover and from 600mm x 450mm to B.S. 497/76 Grade B. Backfilling of excavation with selected hardcore.

J : 35      **Granular Fill Soakaway(s):**  
Form soak pit constructed of precast concrete chamber ring sections with ogee joints complying with B.S. 5911. Construct strip concrete (C20) foundation for the concrete rings 200m wide by 100m deep. The 900mm deep soakaway section shall be placed centrally and rapped with Terram 70 and surrounded with average 500mm selected rubble or clean hardcore backfill on the strip foundation average 300mm selected rubble or clean hardcore backfill. Terram 70 shall be placed inside on the bottom of the soakaway with 150mm depth of clean 10mm. gravel placed on top. Build up the chamber with concrete ring sections and fit heavy duty reinforced concrete cover slab with 600mm dia. off set access hole

positioned over step irons, including 3 No. courses of Class 'B' engineering bricks laid on top of cover to achieve correct cover level. The cover shall be provided with a single seal bolt down solid top medium heavy duty cover and frame 600 mm x 450 mm Grade B.

J : 36

**Connections to Sewers:**

Connect new pipework to existing adopted sewer(s) to the requirements of the Sewerage Authority or its agent.

**CLEANING/TESTING/INSPECTION**

J : 37

**Cleaning:**

Flush out the whole of the installation with water to remove all silt and debris before final testing, before CCTV inspection if specified and immediately before handover.

Safely dispose of washings and any detritus without discharging them into sewers or watercourses.

J : 38

**Testing/Inspection Generally:**

Give Supervising Officer advance notice to allow the opportunity to attend all tests and inspections.

Give the Statutory Authority appropriate notice to enable pipelines to be inspected and tested as required.

Provide water, assistance and apparatus as required.

All lengths of drain, manholes and inspection chambers must pass the tests specified. If permitted test loss or infiltration is exceeded, remedy defect(s) before retesting after an appropriate period.

J : 39

**Water/Air Testing of Gravity Drains up to DN 300:**

To ensure that pipelines are sound and properly installed, air test short lengths to BS 8301, paragraph 25.6.3 immediately after completion of bedding/surround.

For final checking and statutory authority approval, water test to BS 8301, paragraph 25.6.2 all lengths of pipeline from terminals and connections to manholes/chambers and between manholes/chambers.

J : 40

**CCTV Inspection:**

Immediately before completion and handover to the Client and when all other inspections and testing have been satisfactorily carried out, the General Contractor may be required to arrange for, carry out and record an internal inspection of the completed drainage installation with CCTV equipment by a specialist contractor, providing all necessary equipment for lifting covers etc; suitable covered accommodation for viewing monitor screen. Ensure that adequate intensity of illumination within pipe(s) is maintained.

Provide for continual position recording, still photographs and stopping movement of the camera at any point requested by Supervising Officer. Provide a written report and colour VHS video recording of the inspection to the Supervising Officer.

Obtain instructions from Supervising Officer on remedying any defects which may be revealed and arrange for a further CCTV inspection, the cost of which will be borne by the Contractor.

**K**

**COATED MACADAM/ASPHALT ROADS/PAVINGS**

K : 01

**Coated Macadam Paving (to Vehicular Areas Generally):**

Materials and workmanship to BS 4987.

Wearing course: Thickness [20] mm

Material: [6mm size medium grade macadam.]  
Basecourse: Thickness [50] mm  
Material: [20mm size medium grade macadam.]  
Granular sub-base as specified, thickness [225] mm.

- K : 02     **Proprietary Paving (to Hardplay Areas) Limestone:**  
Wearing course: Thickness [20]mm.  
Material to Contractors option, either:  
Manufacturer and reference: [Tarmac Roadstone (Central) Ltd, Whitehall House, Whitehall Road, Halesowen, West Midlands, B63 3LE. Reference: 'Patamac' compacted with a roller not exceeding 4 tonnes.]  
Basecourse: Thickness [50]mm.  
Material: [20mm open graded macadam] to BS 4987:Part 1.  
Lay and compact basecourse/roadbase materials to BS 4987:Part 2.  
Granular sub-base as specification, thickness [150]mm.
- K : 03     **Proprietary Paving [to Hardplay areas] Hardstone:**  
Wearing course: Thickness [25]mm  
Material to contractors option, either:  
Manufacturer and reference – Tarmac Roadstone (Central) Ltd, reference 'Playmaster'  
Lafarge Aggregates Ltd, Reference 'Leisurephalt'  
Ennstone Johnstone Ltd, Reference 'Playmac'  
Bardon Aggregates, Reference 'Leisuretex'  
Compacted with a roller not exceeding 4 tonnes  
Basecourse: Thickness [50]mm  
Material: [20mm open graded macadam] to BS 4987:Part 1  
Lay and compact basecourse/roadbase materials to BS 4987:Part 2  
Granular sub-base as specification, thickness [150]mm
- K : 04     **Proprietary Paving (to Tennis Courts):**  
Wearing course: Thickness [20]mm.  
Material to Contractors option, either:  
Manufacturer and reference: [Tarmac Roadstone (Central) Ltd, Whitehall House, Whitehall Road, Halesowen, West Midlands, B63 3LE. Reference: 'Playmatt', compacted with a roller not exceeding 4 tonnes.]  
Basecourse: Thickness [50]mm.  
Material: [20mm open graded macadam] to BS 4987:Part 1.  
Lay and compact basecourse/roadbase materials to BS 4987:Part 2.  
Granular sub-base as specification, thickness [150]mm.
- K : 05     **Coated Macadam Paving (to Footpaths):**  
Materials and workmanship to BS 4987.  
Wearing course: Thickness [20]mm.  
Material: [6mm size medium grade macadam.]  
Basecourse: Thickness [50]mm.  
Material: [20mm size medium grade macadam.]  
Granular sub-base as specification, thickness [100]mm.
- K : 06     **Coated Macadam Paving (to Car Parks):**  
Materials and workmanship to BS 4987.  
Wearing course: Thickness [20]mm.  
Material: [10mm size close graded 100-200 PEN.]  
Basecourse: Thickness [75]mm.  
Material: [28mm size dense macadam.]  
Granular sub-base as specification, thickness [225]mm.

K : 07      **Coated Macadam Paving (to Fire Stations):**  
Materials and workmanship to BS 4987.  
Wearing course: Thickness [30]mm.  
Material: [10mm size Transco, medium temperature 50 % stone content as manufactured by Tarmac Quarries.]  
Basecourse: Thickness [75]mm.  
Material: [28mm size dense macadam.]  
Granular sub-base as specification, thickness [225]mm.

K : 08      **Surface Treating to Existing Paving:**  
Preparation: SURFACE TREATMENT TO EXISTING PAVING:  
Preparation: Thoroughly clean off all dirt, debris etc. Cracks and depressions to be cut out and filled with basecourse as specified to general existing level. Thoroughly clean off the existing surface and apply bituminous tack coat at an approximate coverage of 10-12 sq.metres per 5 litres.  
Before applying dressing ensure that the existing surface is clean and dry and all patching work is complete.

## **PREPARATORY WORK/REQUIREMENTS**

K : 09      **Materials Generally:**  
Not less than 2 weeks before starting work submit to the Supervising Officer the name(s) of all supplier(s) of bituminous material.  
At the time of delivery submit to the Supervising Officer a test certificate for each manufacturing batch of bituminous material, certifying compliance with this specification and the relevant British Standard and giving complete information on the composition of each mix.

## **LAYING**

K : 10      **Laying Generally:**  
Remove all loose material, foreign matter and standing water from surfaces to receive paving materials.  
Clean edges of and prevent damage to, adjacent junctions with existing coated macadam surfaces, manholes, kerbs and other abutments and paint with a thin uniform coating of bitumen.  
Keep clean all channels, kerbs, inspection covers etc.  
Keep new paving free from traffic until it has cooled to prevailing atmospheric temperature. Do not allow rollers to stand on paving at any time.  
Do not use pavings as a building platform or for storing, mixing or preparing materials.  
Lines and levels of finished surface to be smooth and even, with regular falls to prevent ponding.  
Finished surface of paving to have an even overall texture. Leave in a clean state on completion.

K : 11      **Cold Weather:**  
Do not use frozen materials or lay paving on frozen or ice covered surfaces. Do not lay coated macadam if the temperature of the laying surface is below 2 degC (or -1 degC on a rising thermometer).  
Do not lay rolled asphalt if the temperature of the laying surface is below 5 degC or the air temperature is below 0 degC.

- K : 12      Levels:**  
Levels of finished surface to be within +/-6 mm of required levels (+6 mm -0 mm adjacent to gullies and manholes) and minimum 150 mm below D.P.M.
- K : 13      Pavement Marking:**  
Paint: To BS 6044, Type A.  
Colour: as requested  
Reflectorisation: Uniformly apply solid glass beads to Class B of BS 6088 on wet paint film at rate of 400-500 g/sq m.  
Surfaces to receive markings must be clean and dry. Remove all loose material and apply paint uniformly with no streaks or ragged edges. Use thinners in accordance with paint manufacturer's instructions.
- L              SLAB PAVINGS**
- L : 01      Concrete Slab Paving:**  
Slabs: To BS 7263: Part 1.  
Method of manufacturer: Wet press process.  
Manufacturer and reference: Marshalls Mono Ltd, Southowram, Halifax, West Yorkshire HX3 9SY  
Tel No 01422 366666 Fax 01422 330185]  
Colour/finish: Natural  
Nominal size(s): 900 x 600 x 50 mm or 600 x 600 x 50 mm  
Bedding method: Solid  
Nominal thickness 50 mm  
Mortar: As pervasively described.  
Mix: 1:3-4 lime: sand, or 1:4-5 cement: sand  
Sand to BS 882, grading limit M or F.  
Joints: Tight but jointed
- L : 02      Laying Pavings:**  
Cut paving units neatly and accurately with a masonry saw to give neat junctions with edgings and adjoining finishes.  
Lines and levels of finished surface to be smooth and even with regular falls to prevent ponding.  
Bed paving units on solid bed firmly so that rocking does not occur or develop.  
Lay paving units upwards from the bottom of slopes where creep may occur.  
Finished paving to have an even overall appearance with even joint widths and free of mortar and sand stains.
- L : 03      Full Mortar Bedding:**  
Mortar: As Section C  
Mix: 1:3-4 lime:sand, or 1:4-5 cement:sand.  
Sand: To BS 882, grading limit M or F.  
Spread and level mortar to give the specified average nominal thickness after bedding of slabs.  
Lay slabs on a full mortar bed and bed down to line and level with a maul.
- L : 04      Levels of Paving:**  
Permissible deviation from specified levels to be  $\pm 6$  mm generally. Set paving 6-10 mm above gullies, 3-6 mm above surface drainage channels and 3 mm above kerbs to allow for settlement.
- L : 05      Protection:**  
Keep paving clean and free from mortar droppings, oil and other materials likely

to cause staining.

Do not overload pavings with stacks of materials.

Handle pavings with care to avoid damage to corners and arises, and to previously laid paving.

Pavings bedded on mortar must be kept free from pedestrian traffic for 4 days and vehicular traffic for 10 days after laying.

Restrict access to paved areas as necessary to prevent damage from site traffic and plant.

## **M BRICK PAVING**

### **M : 01 Sand for Bedding:**

Naturally occurring clean sharp sand from the quaternary geological series or sea dredged, graded as for laying course sand to BS 7533:Part 3, Free from deleterious salts, contaminants and cement.

Obtain from only one source and ensure that all sand supplied has consistent grading.

Maintain at an even moisture content which will give maximum compaction. Sand squeezed in the hand should show no free water and bind together when pressure is released.

### **M : 02 Brick Paving:**

Granular sub-base: As previously described, bedding: 50 mm sand as M : 01

Bricks:

Manufacturer and reference: Blockley's Paviours, Blockleys Brick Limited, Sommerfield Road, Trench Lock, Telford.

Tel 01952 251933

Size(s): 105 x 210 mm.

Bond: Herring-bone

Compacted: by vibrating plate

Pointing: Dry sand

### **M : 03 Brick Perimeter Paving:**

Granular sub-base: As previously described, bedding: C15 concrete 200 mm thick

Bricks:

Manufacturer and reference: Blockley's Paviours, Blockleys Brick Limited, Sommerfield Road, Trench Lock, Telford.

Tel 01952 251933

Size(s): 105 x 210 mm.

Bond: Double course stretcher

Compacted: by vibrating plate

Pointing: Dry sand

### **M : 04 Laying Pavings:**

Cut paving units neatly and accurately with a masonry saw to give neat junctions with edgings and adjoining finishes.

Lines and levels of finished surface to be smooth and even with regular falls to prevent ponding.

Bed paving units on solid bed firmly so that rocking does not occur or develop.

Lay paving units upwards from the bottom of slopes where creep may occur.

Finished paving to have an even overall appearance with even joint widths and free of mortar and sand stains.

### **M : 05 Levels of Paving:**

Permissible deviation from specified levels to be  $\pm 6$  mm generally. Set paving 6-



10 mm above gullies, 3-6 mm above surface drainage channels and 3 mm above kerbs to allow for settlement.

M : 06

**Protection:**

Keep paving clean and free from mortar droppings, oil and other materials likely to cause staining.

Do not overload pavings with stacks of materials.

Handle pavings with care to avoid damage to corners and arises, and to previously laid paving.

Pavings bedded on mortar must be kept free from pedestrian traffic for 4 days and vehicular traffic for 10 days after laying.

Restrict access to paved areas as necessary to prevent damage from site traffic and plant.

**N**

**RESIN BASED HIGH SKID RESISTANT SURFACE TREATMENT**

N : 01

**Surface Treatment:**

High skid resistant surface treatment, made with resin-based binders and aggregate of high polishing resistance, shall consist of a film of binder applied to a sound substrate and covered with aggregate to provide a textured matrix of high skid resistance.

N : 02

**Binder:**

The binder shall contain an epoxy or other approved resin component.

N : 03

**Aggregate:**

The aggregate shall be calcined bauxite or equivalent which has, when determined in accordance with BS 812: Part 114, minimum polished stone value described in Appendix 7/1. The grading of the aggregate shall be such that not more than 5% is retained on a 3.35 mm BS sieve and not more than 5% passes a 1.18 mm BS sieve. The aggregate shall be clean and free from foreign matter.

N : 04

**Surface Preparation:**

The surface shall be vigorously brushed to remove dust, laitance and other loose. Any oil visible on the surface shall be removed by washing and scrubbing with a detergent solution followed by flushing with clean water or by other equivalent method. The surface shall be allowed to dry before application of the binder. Unless otherwise directed by the Supervising Officer, existing surface markings, and ironwork shall be suitably masked. For newly laid wearing courses and wearing course that has been trafficked for less than 6 months the Contractor shall provide a written undertaking that the resin based high skid resistant surface treatment chosen is fit for the purpose intended.

N : 05

**Batch Mixing of Binder:**

The components shall be batched and mixed in accordance with the manufacture's instructions. The components shall be accurately proportioned by weight or by volume and shall be thoroughly mixed using a mechanical mixer.

N : 06

**Continuous Mixing of Binder:**

The binder shall be mixed by a metered machine that accurately and continuously batches together the components of the binder and intimately mixes them before discharge. A control mechanism shall maintain each component within 5% by mass of the normal proportion specified by the resin manufacture and a calibrated flow meter or equivalent device shall be provided for each component. The vessels containing the components shall each be provided with an approved method of measuring the volume of material used.

N : 07

**Application:**

The binder shall be applied by spray, brush or squeegee onto a dry surface at a rate which will vary according to the texture and porosity of the surface. On a smooth close textured surface the amount of binder shall be not less than 1.35 kg/m<sup>2</sup> or such rate specified by the resin manufacturer; on a more rugosus surface a greater rate of spread may be required. The temperature of binder components heated to facilitate mixing and application shall be measured using a temperature gauge accurate to +/- 2 o/c and shall not exceed the maximum temperature recommended by the resin manufacturer. Heating binders shall be allowed to cool before application of the aggregate.

Following application of the binder, aggregate shall be broadcast to cover the binder uniformly and to excess, in accordance with the manufacturer's instructions. Rolling of the aggregate is not permitted.

Hand application of resin binder formulated for continuous mixing and spray application will be permitted provided the proposed methods of batching, mixing and application of the binder are in accordance with the manufacturer's instructions and approved by the Supervising Officer.

# **SHROPSHIRE COUNCIL**

## **GENERAL TERMS AND CONDITIONS**

### **FOR THE SUPPLY OF**

### **GOODS SERVICES AND WORKS**

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

## 1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

<b>'Agreement'</b>	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
<b>“Council Data”</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
<b>"Council Software"</b>	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
<b>"Council System"</b>	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
<b>“Council Representative”</b>	the representative appointed by the Council
<b>"Council"</b>	means Shropshire Council
<b>“Commercially Sensitive Information”</b>	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>“Confidential Information”</b>	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets,

	know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
<b>"Contractor Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
<b>"Contractor Software"</b>	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
<b>"Contractor System"</b>	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Protection Legislation"</b>	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
<b>"FOIA notice"</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner

<b>“Form Agreement” of</b>	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
<b>“Goods”</b>	means all goods specified in the Agreement.
<b>“Hazardous Goods”</b>	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
<b>“Information”</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
<b>“Law”</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b>“Malicious Software”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Packages”</b>	includes bags, cases, cylinders, drums, pallets and other containers
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Price”</b>	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
<b>“Public body”</b>	as defined in the FOIA 2000
<b>'Purchase Order'</b>	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
<b>“Receiving Party”</b>	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
<b>“Regulatory Bodies”</b>	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
<b>“Request for Information” of</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>"Security Policy"</b>	the Council's security policy as updated from time to time;
<b>“Services”</b>	means any and all of the services to be provided by the

	Contractor under this Agreement including those set out in any schedules or service descriptions.
<b>"Software"</b>	Specially Written Software, Contractor Software and Third Party Software;
<b>"Specially Written Software"</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
<b>"Third Party Software"</b>	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
<b>"Working Day"</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>"Works"</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
<b>'Writing'</b>	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

## **2. GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.



### **3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS**

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

### **4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES**

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

### **5. PRICE AND PAYMENT**

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure

that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.

- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

## **6. DELIVERY**

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.

- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

## **7. LOSS OR DAMAGE IN TRANSIT**

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

## **8. INSPECTION**

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

## **9. REJECTION**

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection

and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

## **10. TITLE - PASSING PROPERTY**

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

## **11. THE COUNCIL'S OBLIGATIONS**

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;

- b) provide the Contractor with any information reasonably required by the Contractor;
  - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
  - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

## **12. WARRANTIES**

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

## **13 INDEMNIFICATION**

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

## **14. TERMINATION AND CANCELLATION**

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d) the other party ceases to carry on its business or substantially the whole of its business; or
- e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## **15. ANTI-BRIBERY AND CORRUPTION (W) (Z)**

15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.

16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.

16.3 This provision shall survive the expiration or termination of the Agreement.

## **17. INDEPENDENT CONTRACTORS**

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

## **18. SEVERABILITY**

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **19. ASSIGNING AND SUB-CONTRACTING**

19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

## **20. WAIVER**

20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

## **21. HAZARDOUS GOODS**

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

## **22. NOTICES**

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

## **23. CONFIDENTIALITY (W) (Z)**

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.



- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
  - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
  - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
  - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
  - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's

Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.

23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

**23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)**

23A. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

23A. Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.

23A. The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

23A. The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

**24. COUNCIL DATA**

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.

24.4 The Contractor shall take responsibility for preserving the integrity of Council

Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- c) Transfer of data to and from the system is conducted in a secure manner.

24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.

24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.

24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:

24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

## **25. PROTECTION OF PERSONAL DATA**

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
  - 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
  - 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
  - 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
  - 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;
  - 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
  - 25.2.8 notify the Council (within five Working Days) if it receives:
    - a) a request from a Data Subject to have access to that person's Personal Data; or
    - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
  - 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
  - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
  - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
  - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

## **26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS**

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
  - 26.3.1 all information requested by the Council within the permitted scope of the audit;
  - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

**27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)~~(Z)~~**

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

**28. INSURANCE**

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will

be unlimited.

- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

**29. EQUALITIES (W) (Z)**

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

**30. HUMAN RIGHTS (W) (Z)**

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.





**38. ENTIRE AGREEMENT**

38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

**39. FORCE MAJEURE**

39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other

terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

#### **40. GOVERNING LAW AND JURISDICTION (W)**

40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

#### **41. COMPLAINTS PROCEDURE (W) (Z)**

41.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback.

41.2 The Contractor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out

the investigation

- 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations
- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **42 DISPUTES**

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
  - 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavors to resolve the dispute
  - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable

endeavors to resolve the dispute within 21 days of receipt of such notice

<b>Additional definitions for clauses 43 and 44</b>	
<b>"Security Plan"</b>	the Contractor's security plan prepared pursuant [to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)];
<b>"Staff Vetting Procedures"</b>	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

**43     STAFFING SECURITY**

- 43.1     The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2     The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

**44     SECURITY REQUIREMENTS**

- 44.1     The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2     The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3     If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4     Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations





## **Tender Response Document**

# **IMC 046 Framework Arrangement For Tarpaving Works**

Name of TENDERING  
ORGANISATION  
(please insert)

## Shropshire Council Tender Response Document

### **Contract Description:**

Shropshire Council intends to set up a framework for Tarpaving works.

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

The Contract will be for a period of up to 4 years commencing on 1<sup>st</sup> October 2012. The Contract may be extended on an annual basis for a further three years subject to satisfactory performance.

### **Specification:**

See Part 2 Particular Specification – IMC046 Tarpaving Works

## **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: [REDACTED], Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) .
1. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - b) Where the tenderer is an individual, by that individual;
  - c) Where the tenderer is a partnership, by two duly authorised partners;
  - d) 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.
1. 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.
2. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

## **Contents**

<b>Section</b>	<b>Description</b>	<b>Page</b>
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A4	Declaration of Connection with Officers or Elected Members of the Council	9
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
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## **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

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full. Any tenderer failing a mandatory Pass/Fail requirement will be automatically rejected.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance – <b>questions 1.1 &amp; 1.2 are mandatory requirements</b>
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – <b>questions 1.2 is a mandatory requirement</b>
Section B / Q 2.4, 2.5 and 2.6	Adequate Contract experience
Section C / Q 2.2	Adequate Contract experience
Section F / Q1 and 2.1	Adequate Contract experience & references
Section G / Q1.1	Accreditations and Quality Assurance

Section C Financial viability: Responses will be analysed and maybe evaluated by the Authority's Audit sections and 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.

Section C Insurance: questions 1.1 and 1.2 are mandatory requirements.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded. Questions 1.2 is a mandatory requirement.

Section F Experience and References: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

G Accreditations and Quality Assurance – If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

**Award Criteria – Weighted Marked Questions**

Tenders will also be evaluated on the answers provided in this Tender Response Document and marked 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	Weighting	Max Marks available
<b>Price 60% (600 marks)</b>			
Section H / Q 1	Price	60	600
<b>Total max marks for price (60%)</b>		<b>600</b>	
<b>Quality 40% (400 marks)</b>			
Section F / 2.2	Individuals qualifications, experience & training	5	50
Section F / Q 2.3	Sample Risk Assessment	5	50
Section F / Q 2.4	Typical HSE Notification	5	50
Section F / Q 2.5	Sample Plan of Work	5	50
Section F / Q 2.6	CRB Checks	2	20
Section F / Q 2.7	Relevant Case Study	13	130
Section G / Q2.2	Quality and Environmental Assurance to be applied to the contract	5	50
<b>Total max marks for quality (40%)</b>		<b>400</b>	

**Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme, unless indicated otherwise in the question. Each answer will be given a mark between 0 and 10 with the following meanings, then the weighting applied:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>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.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>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.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>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.</i>
	<b>5</b>	

<b>Minor Reservations</b>	<b>4</b>	<i>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.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>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.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>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.</i>

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

The highest scoring tender for quality criteria overall will receive the maximum mark for Quality being 400 Marks. Lower scoring tenders will receive a % of the maximum mark that represents the difference in their score and the highest score for the quality criteria.

### **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 H 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 Tarpaving

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of a framework arrangement for tarpaving at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and 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 or 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 .....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

**To: 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:

I/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.

I/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.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....

**Section A:**

**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: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation:  Address:   Postcode:  Tel:  Email:	
1.2	Registered name (if different from above):  Registered Office Address:   Postcode:  Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond:  Name:  Job title:  Correspondence Address:   Postcode:  Tel:  Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	



1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:  Registered Name:   Registered Address:   Postcode:  Registration Number:	
2.4	How many years has your company been undertaking contracts for this category that you are applying for?   <div style="text-align: right;">..... years</div>	
2.5	Total number of employees: _____	
2.6	Total number of employees engaged solely in the category that you are applying for  _____	

## Section C: Financial & Insurance Information

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <b>(this is a mandatory requirement)</b>	YES/NO
(a)		
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....</p> <p>Date policy taken out .....</p> <p>Expiry date of the policy .....</p> <p>Policy number/reference .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance <b>(this is a mandatory requirement)</b>	YES/NO
(a)		
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company .....</p> <p>Date policy taken out .....</p> <p>Expiry date of the policy .....</p> <p>Policy number/reference .....</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2.	<b>Financial Details</b>
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years.  <b>(Please insert figures – do not refer to attached accounts)</b>  Also provide copies of your last 3 years audited accounts.  If audited accounts are not available please provide copies of your management accounts</p>

	<p style="text-align: center;"><b><u>Company</u></b> <b>Accounts</b> <b>Enclosed</b></p> <p style="text-align: center;"><b><u>Year</u></b></p> <p style="text-align: center;"><b>2009/10</b></p> <p style="text-align: center;"><b>2010/11</b></p> <p style="text-align: center;"><b>2011/12</b></p> <p style="text-align: center;"><b><u>Turnover</u></b></p> <p>£.....</p> <p>£.....</p> <p>£.....</p> <p style="text-align: center;"><b><u>Profit(Loss)</u></b></p> <p>£.....</p> <p>£.....</p> <p>£.....</p> <p style="text-align: center;">YES/NO</p> <p style="text-align: center;">YES/NO</p> <p style="text-align: center;">YES/NO</p> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>
2.2	<p>Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p>

Year

Turnover in relation to tarpaving

2009/10

2010/11

2011/12

£.....

.....

.....

.....

.....

£.....

.....

.....

.....

.....

£.....

.....

.....

.....

.....

(If exact figures are not available please provide your best estimate of the figures required)

## **Section D: Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

## Section E: Health & Safety and Equal Opportunities

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES/NO
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p> <p><b><u>This is Mandatory Requirement</u></b></p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO
1.11	Does your company have a recognised health & safety management system?  Please give details below:	YES/NO



1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="376 300 960 707"> <thead> <tr> <th colspan="2" data-bbox="767 271 895 300">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="376 300 762 472">No. of accidents reported under RIDDOR last year</td> <td data-bbox="762 300 960 472"></td> </tr> <tr> <td data-bbox="376 472 762 707">No. of accidents reported under RIDDOR this year</td> <td data-bbox="762 472 960 707"></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total							
No. of accidents reported under RIDDOR last year							
No. of accidents reported under RIDDOR this year							
1.13	<p>Does your company consult with employees on health and safety? If YES, please give details below.</p>	YES/NO					
1.14	Will you be using any sub contractors as part of this contract?	YES/NO					
1.15	If YES to 1.14 please give details of who your sub contractors are.						
1.16	If YES to 1.14 how do you ensure they are competent?						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you</p>						

know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Is it your policy as an employer to comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, sex, sexual orientation, religion or belief or age?</p> <p>UK/EU equalities and discrimination legislation includes:-            Equality Act 2010            Human Rights Act 1998</p>	<p>Enclosed            YES/NO</p>
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;            Advance equality of opportunity between those who share protected characteristics and those who do not;            Foster good relations between those who share protected characteristics and those who do not.</p>	

	How do you promote equality towards both service users and employees as part of your operations?	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	

2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	<p>YES/NO</p>

**Section F:  
Contract Experience and References**

<b>1. Contract Experience and References</b>					
1.1	Please list below up to a maximum of 10 similar services contracts undertaken by your company in the past 3 years or currently being handled. Current contracts for Local Government Buildings e.g. schools, libraries, fire stations, public sector offices will be of particular relevance. (PASS/FAIL)				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					

6					
7					
8					
9					
10					

2.		
2.1	<p>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 (PASS/FAIL)</p>	
2.2	<p>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.</p> <p>Please tick here if details are attached <input data-bbox="997 1084 1046 1135" type="checkbox"/></p>	50 max marks (Weight:5)
2.3	<p>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 tarpaving</p> <p>Please tick here to confirm that sample is attached <input data-bbox="997 1659 1046 1711" type="checkbox"/></p>	50 max marks (Weight:5)
2.4	<p>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 tarpaving</p> <p>Please tick here to confirm that a sample is attached <input data-bbox="1066 1883 1117 1935" type="checkbox"/></p>	50 max marks (Weight:5)





**Section G:  
Accreditations and Quality Assurance**

<b>1.</b>	<b>Accreditations an Quality Assurance</b>		
1.1	<p>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. Please state whether the award belongs to the company or an individual.</p>		
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>
			<b>Date of Expiry/ Renewal</b>
	Please provide copies of the certificates you have given above or other proof of the qualifications.		Enclosed YES/NO

2.2	Please state any formal Quality Assurance and Environmental Assurance systems, relevant to this contract, which your company operates, i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent.				
<b>This question is worth a maximum of 50 Marks it has a weighting of 5.</b>					
<b>Name of Awarding Organisation/Body</b>		<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/Renewal</b>
Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO	

## **Section H: Tender Schedule**

<b>1.</b>	<b>Pricing Schedule</b>									
1.1	<p>Please confirm which of the following value bands of work you wish to be considered for:</p> <p>£0 - £9,999 per contract <input style="margin-left: 100px;" type="checkbox"/></p> <p>£10,000 - £29,999 per contract <input style="margin-left: 100px;" type="checkbox"/></p> <p>£30,000 - £139,999 per contract <input style="margin-left: 100px;" type="checkbox"/></p>									
1.2	Please indicate minimum value of work you wish to tender for									
1.3	<p>Day work rates per hour (inclusive of mileage)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 30%; padding: 5px;"><b>£/hour Trade</b></th> <th style="width: 70%;"></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Manager</td> <td></td> </tr> <tr> <td style="padding: 5px;">Supervisor</td> <td></td> </tr> <tr> <td style="padding: 5px;">Operative</td> <td></td> </tr> </tbody> </table> <p style="margin-top: 20px;">Overtime Rates per hour:</p>	<b>£/hour Trade</b>		Manager		Supervisor		Operative		
<b>£/hour Trade</b>										
Manager										
Supervisor										
Operative										

	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%; padding: 5px;"><b>£/hour Trade</b></th> <th style="width: 80%;"></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Manager</td> <td></td> </tr> <tr> <td style="padding: 5px;">Supervisor</td> <td></td> </tr> <tr> <td style="padding: 5px;">Operative</td> <td></td> </tr> </tbody> </table> <p style="margin-top: 20px;">Materials: ..... % mark up</p> <p>Sub-Contractors.....% mark up</p>	<b>£/hour Trade</b>		Manager		Supervisor		Operative		
<b>£/hour Trade</b>										
Manager										
Supervisor										
Operative										
1.4	Please indicate the period of time for which the above rates will be fixed									





## **Tender Response Document**

# **IMC 046 Framework Arrangement For Tarpaving Works**

Name of TENDERING  
ORGANISATION  
(please insert)

**Alun Griffiths (Contractors) Ltd**

## Shropshire Council Tender Response Document

### **Contract Description:**

Shropshire Council intends to set up a framework for Tarpaving works.

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

The Contract will be for a period of up to 4 years commencing on 1<sup>st</sup> October 2012. The Contract may be extended on an annual basis for a further three years subject to satisfactory performance.

### **Specification:**

See Part 2 Particular Specification – IMC046 Tarpaving Works

## Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: [REDACTED] Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) .
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 hard copy** of your Tender Response Document.

## Contents

Section	Description	Page
A1	Form of Tender	6
A2	Non-Canvassing Certificate	7
A3	Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	25
H	Tender Schedule	27

## 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

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full. Any tenderer failing a mandatory Pass/Fail requirement will be automatically rejected.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance – <b>questions 1.1 &amp; 1.2 are mandatory requirements</b>
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – <b>questions 1.2 is a mandatory requirement</b>
Section B / Q 2.4, 2.5 and 2.6	Adequate Contract experience
Section C / Q 2.2	Adequate Contract experience
Section F / Q1 and 2.1	Adequate Contract experience & references
Section G / Q1.1	Accreditations and Quality Assurance

Section C Financial viability: Responses will be analysed and maybe evaluated by the Authority's Audit sections and 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.

Section C Insurance: questions 1.1 and 1.2 are mandatory requirements.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded. Questions 1.2 is a mandatory requirement.

Section F Experience and References: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

G Accreditations and Quality Assurance – If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

### Award Criteria – Weighted Marked Questions

Tenders will also be evaluated on the answers provided in this Tender Response Document and marked 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	Weighting	Max Marks available
<b>Price 60% (600 marks)</b>			
Section H / Q 1	Price	60	600
<b>Total max marks for price (60%)</b>		<b>600</b>	
<b>Quality 40% (400 marks)</b>			
Section F / 2.2	Individuals qualifications, experience & training	5	50
Section F / Q 2.3	Sample Risk Assessment	5	50
Section F / Q 2.4	Typical HSE Notification	5	50
Section F / Q 2.5	Sample Plan of Work	5	50
Section F / Q 2.6	CRB Checks	2	20
Section F / Q 2.7	Relevant Case Study	13	130
Section G / Q2.2	Quality and Environmental Assurance to be applied to the contract	5	50
<b>Total max marks for quality (40%)</b>		<b>400</b>	

### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme, unless indicated otherwise in the question. Each answer will be given a mark between 0 and 10 with the following meanings, then the weighting applied:

Assessment	Mark	Interpretation
<b>Excellent</b>	10	<i>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.</i>
	9	
<b>Good</b>	8	<i>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.</i>
	7	
<b>Acceptable</b>	6	<i>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.</i>
	5	

<b>Minor Reservations</b>	<b>4</b>	<i>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.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>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.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>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.</i>

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

The highest scoring tender for quality criteria overall will receive the maximum mark for Quality being 400 Marks. Lower scoring tenders will receive a % of the maximum mark that represents the difference in their score and the highest score for the quality criteria.

### **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 H 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 Tarpaving

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of a framework arrangement for tarpaving at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ..... [redacted] ..... Name [redacted] .....

Date 9<sup>th</sup> August 2012 .....

Designation .. [redacted] .....

Company...Alun Griffiths (Contractors) Ltd.....

Address Waterways House, Merthyr Road, Llanfoist, Abergavenny

Post Code ...NP7 9LN.....

Tel No ...01873 857211..... Fax No ...01873 857679.....

E-mail address . [redacted] .....

Web address ...www.alungriffiths.co.uk .....

**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) [Redacted] ..... Status.. [Redacted] .....

Signed (2) [Redacted] ... Status.. [Redacted] .....

(For and on behalf of Alun Griffiths (Contractors) Ltd.)

Date ...9<sup>th</sup> August 2012.....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate



**To: 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:

I/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.

I/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.

Signed (1)  ..... Status...  .....

Signed (2)  ..... Status...  .....

(For and on behalf of Alun Griffiths (Contractors) Ltd )

Date ...9<sup>th</sup> August 2012.....

**Section A:**

**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)	[Redacted]	.....	Status.. [Redacted]	.....
Signed (2)	[Redacted]	.....	Status.. [Redacted]	.....
(For and on behalf of ...Alun Griffiths (Contractors) Ltd )				
Date ...9 <sup>th</sup> August 2012.....				

## Section B: Applicant Organisation Details

<b>1.</b>	<b>Applicant Details</b>	
1.1	Name of contracting Company/Organisation: Alun Griffiths (Contractors) Ltd  Address: Waterways House Merthyr Road Llanfoist Abergavenny  Postcode: NP7 9LN  Tel: 01873 857211  Email: <a href="mailto:sales@alungriffiths.co.uk">sales@alungriffiths.co.uk</a>	
1.2	Registered name (if different from above):  Registered Office Address:   Postcode:  Company registration number: ██████████	
1.3	Details of the individual completing this application and to which we may correspond:  Name: Peter Barlow  Job title: Estimator  Correspondence Address: Waterways House Merthyr Road Llanfoist Abergavenny  Postcode: NP7 9LN  Tel: 01873 857211  Email: ██████████	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>



(g)	Public Sector Organisation	
1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 6 <sup>th</sup> January 1981	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:  Registered Name: Purple Alpha  Registered Address: 21-23 Nevill Street Abergavenny  Postcode: NP7 5AA  Registration Number: ██████████	
2.4	How many years has your company been undertaking contracts for this category that you are applying for?	... ██████ .. years
2.5	Total number of employees: _____	██████████
2.6	Total number of employees engaged solely in the category that you are applying for	██████████

## Section C: Financial & Insurance Information

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance ( <b>this is a mandatory requirement</b> )	YES/NO
(a)	<p>(b) Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      ...Brit Insurance .....</p> <p>Date policy taken out              ...15/04/2012.....</p> <p>Expiry date of the policy          ...14/04/2013.....</p> <p>Policy number/reference          .. <span style="background-color: black; color: black;">XXXXXXXXXX</span> .....</p> <p>Conditions/Exceptions</p> <p>...N/A .....</p>	
1.2	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance ( <b>this is a mandatory requirement</b> )	YES/NO
(a)	<p>(b) Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      ...Brit Insurance .....</p> <p>Date policy taken out              ...15/04/2012.....</p> <p>Expiry date of the policy          ...14/04/2013.....</p> <p>Policy number/reference          .. <span style="background-color: black; color: black;">XXXXXXXXXX</span> .....</p> <p>Conditions/Exceptions</p> <p>...N/A.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO - <b>Appendix 1</b>

<b>2.</b>	<b>Financial Details</b>																										
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																										
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b>                  Also provide copies of your last 3 years audited accounts.                  If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Accounts Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2009/10</td> <td style="text-align: center;">[REDACTED] .....</td> <td style="text-align: center;">[REDACTED] .....</td> <td style="text-align: center;">YES/NO</td> </tr> <tr> <td style="text-align: center;">2010/11</td> <td style="text-align: center;">[REDACTED] .....</td> <td style="text-align: center;">[REDACTED] .....</td> <td style="text-align: center;">YES/NO</td> </tr> <tr> <td style="text-align: center;">2011/12</td> <td style="text-align: center;">[REDACTED] .....</td> <td style="text-align: center;">[REDACTED] .....</td> <td style="text-align: center;">YES/NO</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;"><b>Appendix 2</b></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>			<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2009/10	[REDACTED] .....	[REDACTED] .....	YES/NO	2010/11	[REDACTED] .....	[REDACTED] .....	YES/NO	2011/12	[REDACTED] .....	[REDACTED] .....	YES/NO				<b>Appendix 2</b>
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<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																									
2009/10	[REDACTED] .....	[REDACTED] .....	YES/NO																								
2010/11	[REDACTED] .....	[REDACTED] .....	YES/NO																								
2011/12	[REDACTED] .....	[REDACTED] .....	YES/NO																								
			<b>Appendix 2</b>																								
2.2	<p>Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;">Turnover in relation to tarpaving</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2009/10</td> <td style="text-align: center;">[REDACTED] .....</td> </tr> <tr> <td style="text-align: center;">2010/11</td> <td style="text-align: center;">[REDACTED] .....</td> </tr> <tr> <td style="text-align: center;">2011/12</td> <td style="text-align: center;">[REDACTED] .....</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>			<u>Year</u>	Turnover in relation to tarpaving	2009/10	[REDACTED] .....	2010/11	[REDACTED] .....	2011/12	[REDACTED] .....																
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2009/10	[REDACTED] .....																										
2010/11	[REDACTED] .....																										
2011/12	[REDACTED] .....																										

**Section D:**  
**Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.  N/A	





<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.  N/A	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.  N/A	

## Section E: Health & Safety and Equal Opportunities

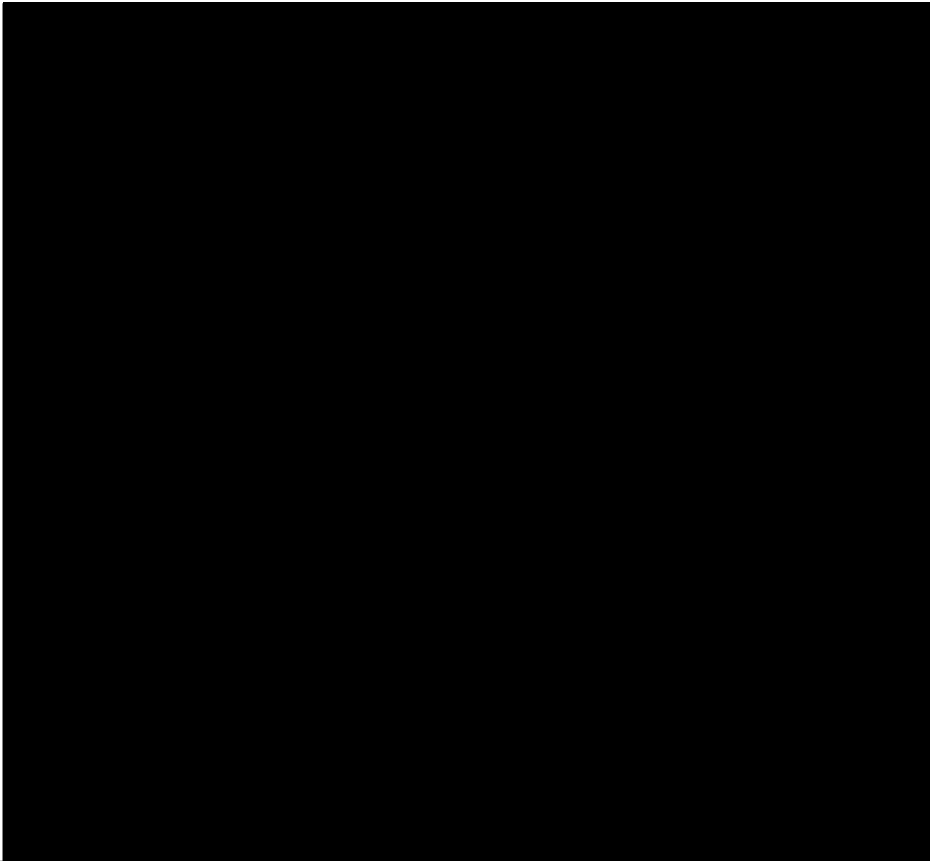






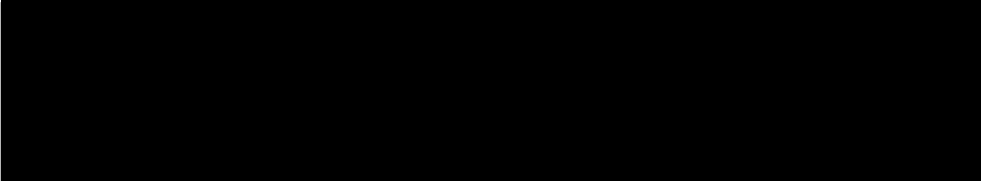
<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/> - <b>Appendix 3</b></p>	YES/NO
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p> <p><b><u>This is Mandatory Requirement</u></b></p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS – The Contractors Health &amp; Safety</p> <p>Reference No: <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Date accreditation expires or is to be renewed: 18<sup>th</sup> January 2013</p>	

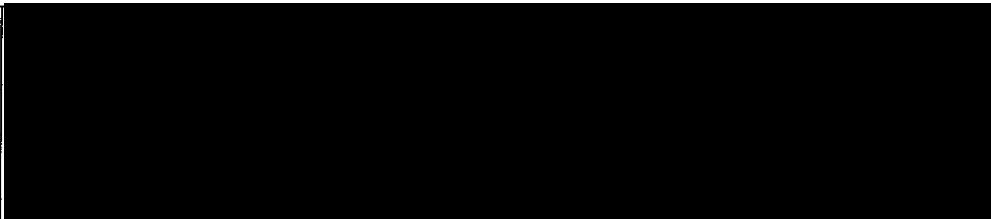

	Please tick here if a copy of certificate attached	✓	- Appendix 4
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?		YES/NO
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <div style="background-color: black; width: 100%; height: 250px; margin-top: 10px;"></div>		
1.6	Do you routinely carry out Risk Assessments?		YES/NO
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <div style="background-color: black; width: 100%; height: 400px; margin-top: 10px;"></div>		

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1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given. There are three distinct aspects of job training:-   	



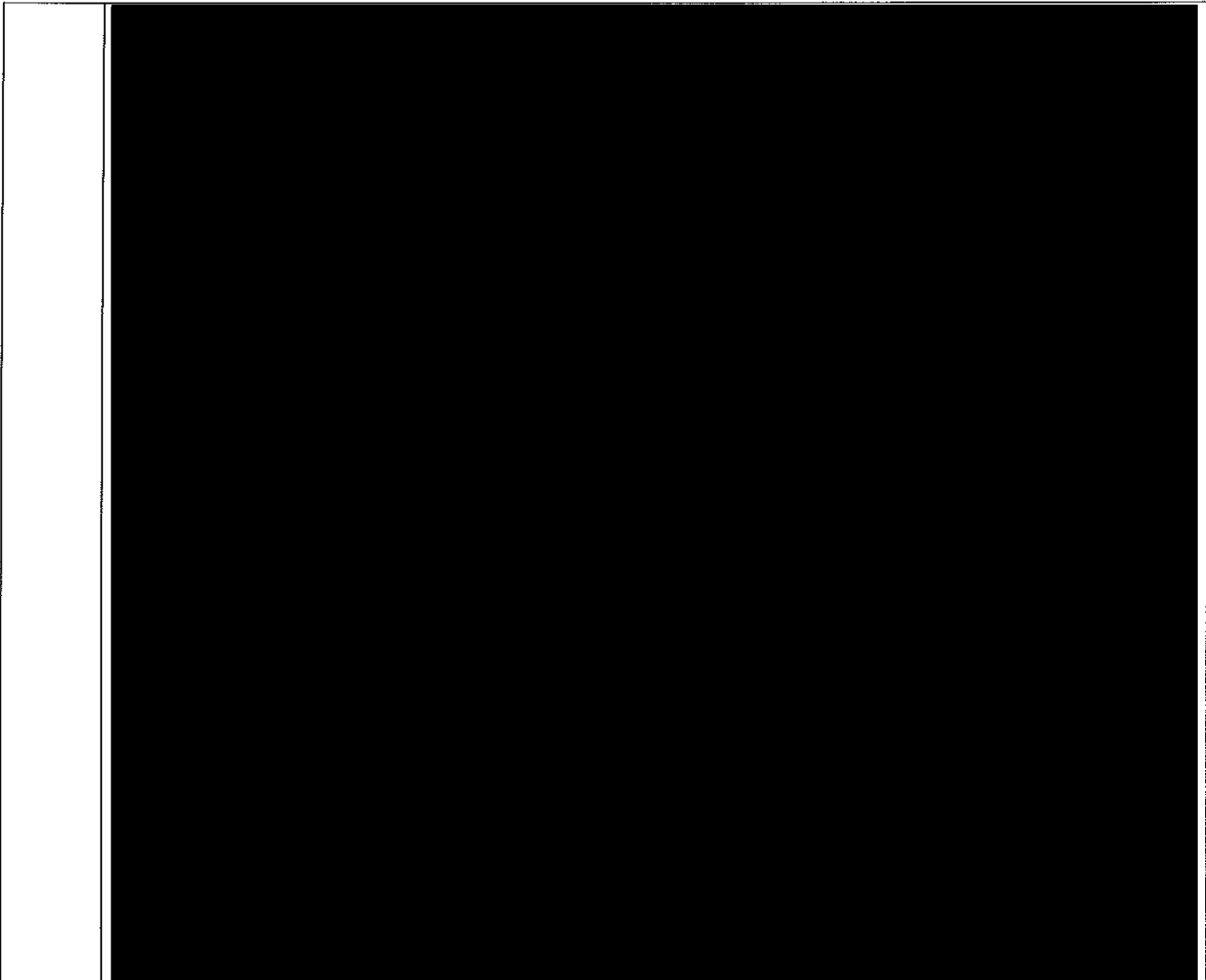
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO						
1.11	Does your company have a recognised health & safety management system?  Please give details below:  	YES/NO						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" data-bbox="384 1570 954 1765" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">No. of accidents reported under RIDDOR last year</td> <td style="text-align: center; padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">No. of accidents reported under RIDDOR this year</td> <td style="text-align: center; padding: 5px;"></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year		
Total								
No. of accidents reported under RIDDOR last year								
No. of accidents reported under RIDDOR this year								
1.13	Does your company consult with employees on health and safety?  If YES, please give details below.  	YES/NO						

		
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	If YES to 1.14 please give details of who your sub contractors are. N/A	
1.16	If YES to 1.14 how do you ensure they are competent? N/A	
1.17	Where do you get your competent health and safety advice? 	

2.	<b>Equal Opportunities</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
2.1	<p>Is it your policy as an employer to comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, sex, sexual orientation, religion or belief or age?</p> <p>UK/EU equalities and discrimination legislation includes:-                      Equality Act 2010                      Human Rights Act 1998</p>	<p>Enclosed YES/NO</p> <p><b>Appendix 5</b></p>
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;                      Advance equality of opportunity between those who share protected characteristics and those who do not;                      Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p> <div style="background-color: black; height: 20px; width: 100%; margin-top: 10px;"></div>	

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.  N/A	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.  N/A	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/> - Appendix 5 &amp; 6</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

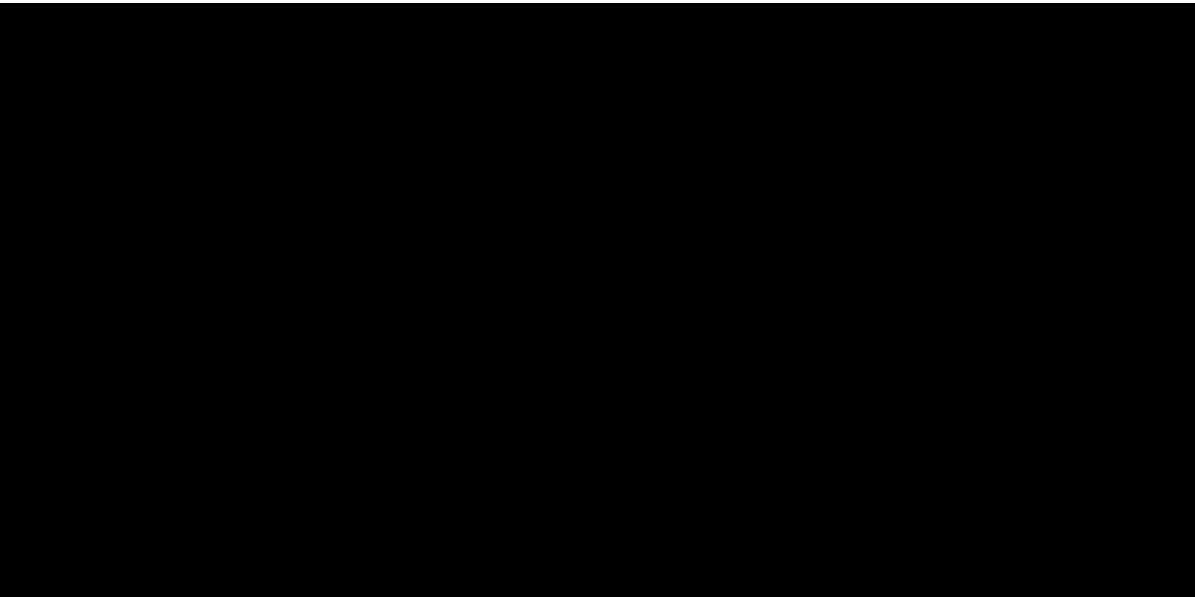
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <div style="background-color: black; height: 150px; width: 100%;"></div>
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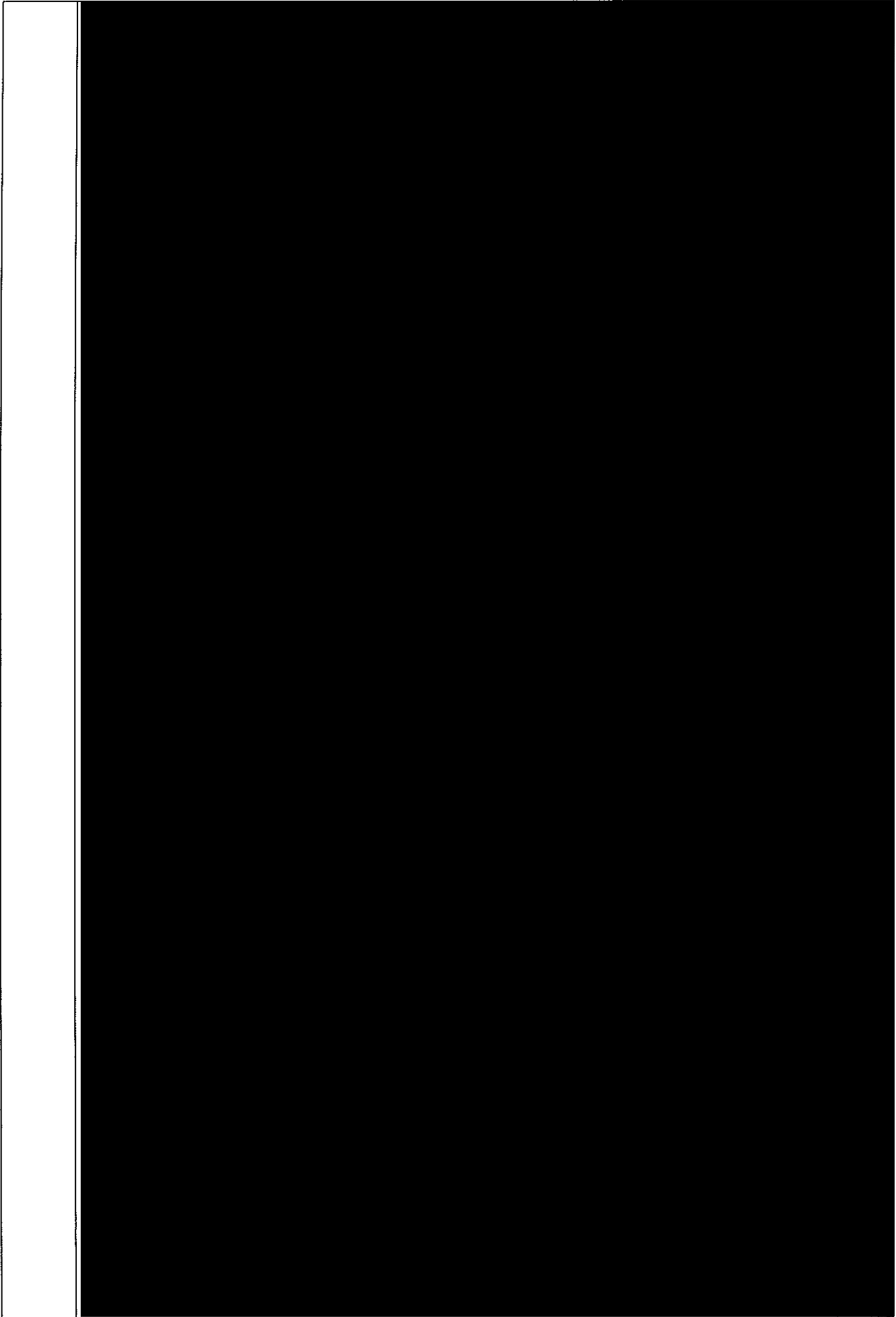


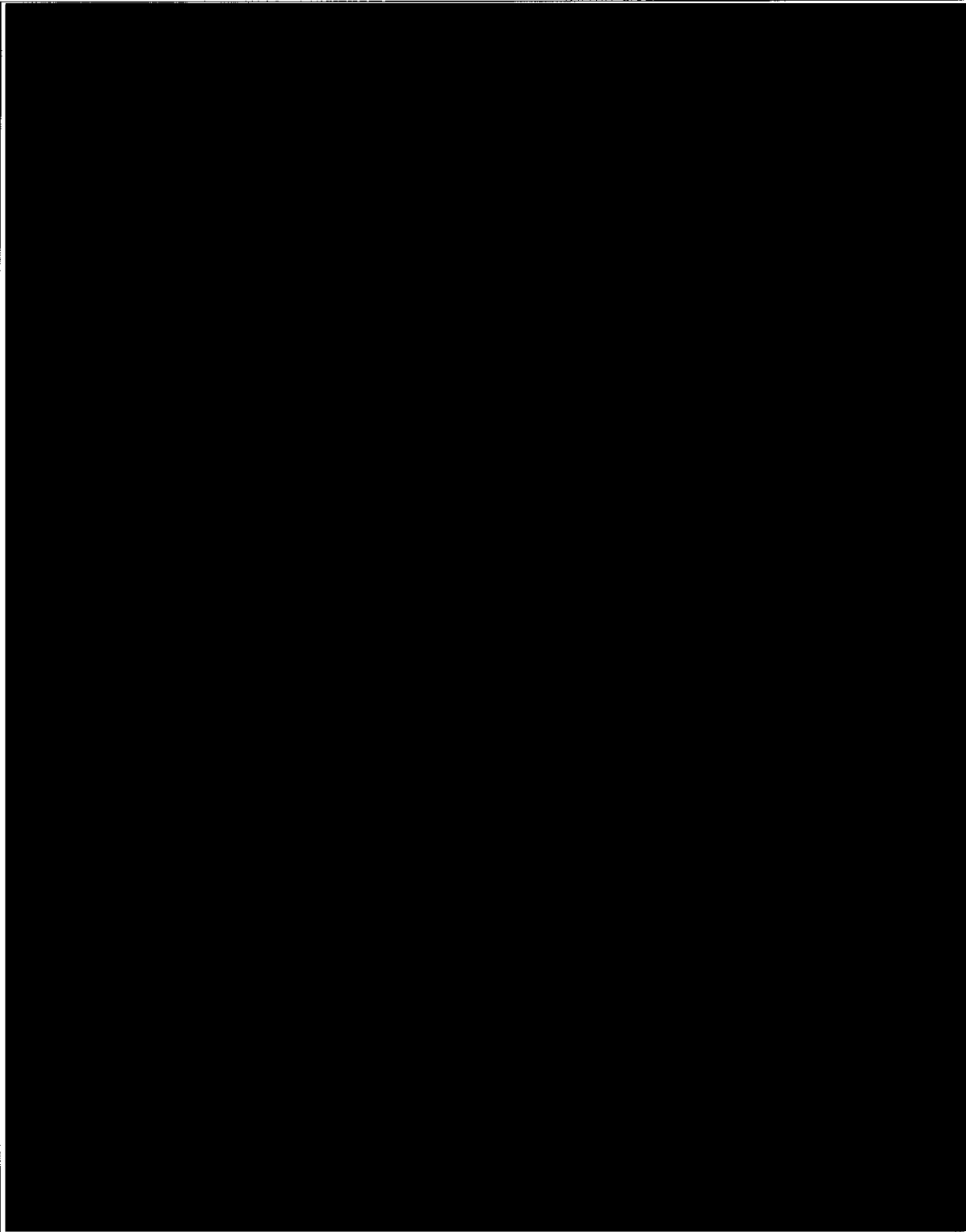
2.9

Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?

Provide evidence of the above.





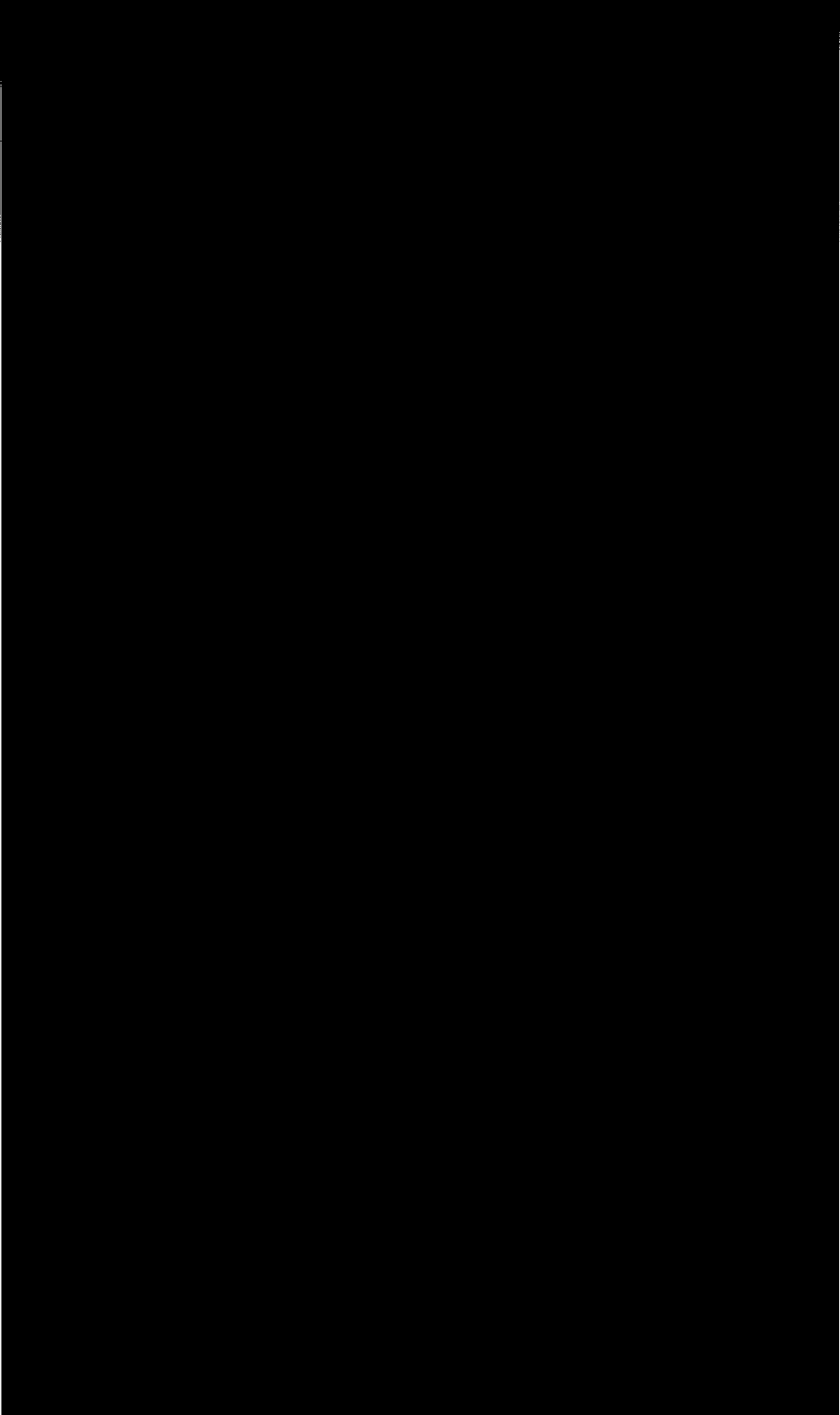
		
2.10	Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.  N/A	YES/NO

## Section F: Contract Experience and References

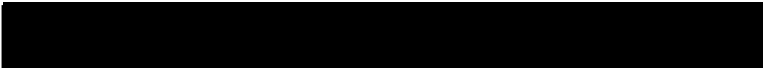
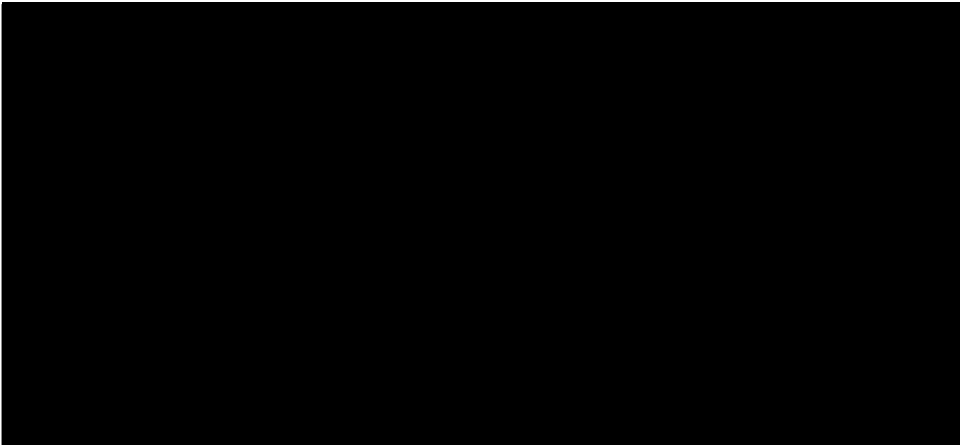
<b>Contract Experience and References</b>				
Please list below up to a maximum of 10 similar services contracts undertaken by your company in the past 3 years or currently being handled. Current contracts for Local Government Buildings e.g. schools, libraries, fire stations, public sector offices will be of particular relevance. (PASS/FAIL)				
1.	Name of Organisation/Company	Contract Name & Address	Value of Contract (£)	Contract Dates (From – To)
1.1				
1				YGG Ystalyfera School - Resurfacing of main drive and bus turning area.
2				New car park and upgrade of existing entrance, Earthworks, Drainage, Paving, Surfacing, Street Lighting
3				New Guest Car Park - Earthworks, Drainage, CCTV, Lighting, Paving, Surfacing
4				Construction of pedestrian/cycleway between Maesteg Comprehensive School and a large housing estate.
5				Repairs to carriageway failures and potholes at numerous locations within the city and county of Swansea.



6		Forecourt/Driveway/Footway resurfacing	August 2009
7		Forecourt/Driveway/Footway resurfacing	July 2010
8		Pontymister Tennis Courts - Planning and resurfacing of tennis courts	April 2012
9		Extensive surface repairs to University access road	July 2012
10		Maesgwyn Special School - Resurfacing of small playground	April 2010

2.		
2.1	<p data-bbox="263 219 1197 392">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 (PASS/FAIL)</p> 	

<p>2.2</p>	<p>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.</p> <p>Please tick here if details are attached <input checked="" type="checkbox"/></p> <div style="background-color: black; width: 400px; height: 100px; margin: 10px 0;"></div> <p>CV's attached - <b>Appendix 7</b> Proposed Management Structure attached - <b>Appendix 8</b></p>	<p>50 max marks (Weight:5)</p>
<p>2.3</p>	<p>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 tarpaving</p> <p>Please tick here to confirm that sample is attached <input checked="" type="checkbox"/></p> <p><b>Appendix 9 – Method Statement &amp; Risk Assessment</b></p>	<p>50 max marks (Weight:5)</p>
<p>2.4</p>	<p>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 tarpaving</p> <p>Please tick here to confirm that a sample is attached <input checked="" type="checkbox"/></p> <p><b>Appendix 10 – Construction Phase H&amp;S Plan</b></p>	<p>50 max marks (Weight:5)</p>

<p>2.5</p>	<p>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 tarpaving</p> <p>Please tick here to confirm that a sample is attached <input checked="" type="checkbox"/></p> <p><b>Appendix 11 – Plan of Work</b></p>	<p>50 max marks (Weight:5)</p>
<p>2.6</p>	<p>Have all or some members of your Company staff who would be used to undertake the required services been through the CRB (Criminal Records Bureau) checking process</p> <p></p> <p>If yes please enclose details</p> <p></p>	<p>20 max marks (Weight:2)</p>
<p>2.7</p>	<p>In order to illustrate how you would undertake the required tarpaving for the Council meeting the required specification, please provide a case study below of a previous completed relevant project. This should illustrate the methodology you would employ to undertake the services, how you would plan the work, how you would liaise with the Council and the relevant premises, how the work would be managed and supervised and any other relevant information.</p> <p><b>Appendix 12 – Case Study</b></p>	<p>130 max marks (Weight:13)</p>

## Section G: Accreditations and Quality Assurance

<b>1.</b>	<b>Accreditations an Quality Assurance</b>			
1.1	<p>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. Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p> <p><b>Appendix 13</b></p>			<p>Enclosed YES/NO</p>

2.2	Please state any formal Quality Assurance and Environmental Assurance systems, relevant to this contract, which your company operates, i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent.			
<b>This question is worth a maximum of 50 Marks it has a weighting of 5.</b>				
Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
[Redacted Content]				
Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO
<b>Appendix 14</b>				

## Section H: Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>																	
1.1	Please confirm which of the following value bands of work you wish to be considered for:  £0 - £9,999 per contract <input checked="" type="checkbox"/>  £10,000 - £29,999 per contract <input checked="" type="checkbox"/>  £30,000 - £139,999 per contract <input checked="" type="checkbox"/>																	
1.2	Please indicate minimum value of work you wish to tender for  £2,500.00																	
1.3	Day work rates per hour (inclusive of mileage)  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">£/hour</th> <th style="width: 75%;">Trade</th> </tr> </thead> <tbody> <tr> <td style="background-color: black; color: black;">[REDACTED]</td> <td>Manager</td> </tr> <tr> <td style="background-color: black; color: black;">[REDACTED]</td> <td>Supervisor</td> </tr> <tr> <td style="background-color: black; color: black;">[REDACTED]</td> <td>Operative</td> </tr> </tbody> </table> <p>Overtime Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">£/hour</th> <th style="width: 75%;">Trade</th> </tr> </thead> <tbody> <tr> <td style="background-color: black; color: black;">[REDACTED]</td> <td>Manager</td> </tr> <tr> <td style="background-color: black; color: black;">[REDACTED]</td> <td>Supervisor</td> </tr> <tr> <td style="background-color: black; color: black;">[REDACTED]</td> <td>Operative</td> </tr> </tbody> </table> <p>Materials: ..... [REDACTED] % mark up                  Sub-Contractors..... [REDACTED] % mark up</p>		£/hour	Trade	[REDACTED]	Manager	[REDACTED]	Supervisor	[REDACTED]	Operative	£/hour	Trade	[REDACTED]	Manager	[REDACTED]	Supervisor	[REDACTED]	Operative
£/hour	Trade																	
[REDACTED]	Manager																	
[REDACTED]	Supervisor																	
[REDACTED]	Operative																	
£/hour	Trade																	
[REDACTED]	Manager																	
[REDACTED]	Supervisor																	
[REDACTED]	Operative																	
1.4	Please indicate the period of time for which the above rates will be fixed  [REDACTED]																	



## **Tender Response Document**

# **IMC 046 Framework Arrangement For Tarpaving Works**

Name of TENDERING  
ORGANISATION  
(please insert)

**Tarmac Limited**



## Shropshire Council Tender Response Document

### **Contract Description:**

Shropshire Council intends to set up a framework for Tarpaving works.

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

The Contract will be for a period of up to 4 years commencing on 1<sup>st</sup> October 2012. The Contract may be extended on an annual basis for a further three years subject to satisfactory performance.

### **Specification:**

See Part 2 Particular Specification – IMC046 Tarpaving Works

## Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: [REDACTED], Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) .
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 **hard copy** of your Tender Response Document.

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## 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

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full. Any tenderer failing a mandatory Pass/Fail requirement will be automatically rejected.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance – <b>questions 1.1 &amp; 1.2 are mandatory requirements</b>
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – <b>questions 1.2 is a mandatory requirement</b>
Section B / Q 2.4, 2.5 and 2.6	Adequate Contract experience
Section C / Q 2.2	Adequate Contract experience
Section F / Q1 and 2.1	Adequate Contract experience & references
Section G / Q1.1	Accreditations and Quality Assurance

Section C Financial viability: Responses will be analysed and maybe evaluated by the Authority's Audit sections and 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.

Section C Insurance: questions 1.1 and 1.2 are mandatory requirements.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded. Questions 1.2 is a mandatory requirement.

Section F Experience and References: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

G Accreditations and Quality Assurance – If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

**Award Criteria – Weighted Marked Questions**

Tenders will also be evaluated on the answers provided in this Tender Response Document and marked 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	Weighting	Max Marks available
<b>Price 60% (600 marks)</b>			
Section H / Q 1	Price	60	600
<b>Total max marks for price (60%)</b>		<b>600</b>	
<b>Quality 40% (400 marks)</b>			
Section F / 2.2	Individuals qualifications, experience & training	5	50
Section F / Q 2.3	Sample Risk Assessment	5	50
Section F / Q 2.4	Typical HSE Notification	5	50
Section F / Q 2.5	Sample Plan of Work	5	50
Section F / Q 2.6	CRB Checks	2	20
Section F / Q 2.7	Relevant Case Study	13	130
Section G / Q2.2	Quality and Environmental Assurance to be applied to the contract	5	50
<b>Total max marks for quality (40%)</b>		<b>400</b>	

**Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme, unless indicated otherwise in the question. Each answer will be given a mark between 0 and 10 with the following meanings, then the weighting applied:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>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.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>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.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>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.</i>
	<b>5</b>	

<b>Minor Reservations</b>	<b>4</b>	<i>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.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>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.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>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.</i>

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

The highest scoring tender for quality criteria overall will receive the maximum mark for Quality being 400 Marks. Lower scoring tenders will receive a % of the maximum mark that represents the difference in their score and the highest score for the quality criteria.

### **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 H 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

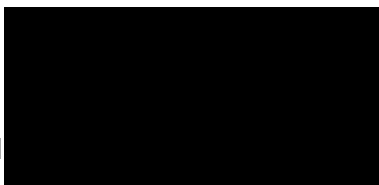
Form of Tender

### **Shropshire Council**

Tender for Framework Arrangement for Tarpaving

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will form part of a framework arrangement for tarpaving at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed



Name



Date **9<sup>th</sup> August 2012**

Designation



Company

**Tarmac Ltd**

Address

**Tarmac Limited National Contracting  
9 Maisies Way  
South Normanton  
Derbyshire**

Post Code

**DE55 2DS**

Tel No

**01773 815100**

Fax No

**01773 815118**

E-mail address

**[nationalcontracting@tarmac.co.uk](mailto:nationalcontracting@tarmac.co.uk)**

Web address

**[www.tarmac.co.uk](http://www.tarmac.co.uk)**

**Section A:**  
**2. Non-Canvassing Certificate**

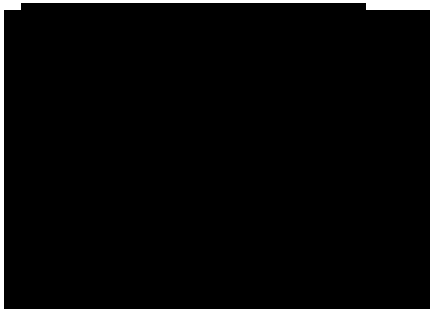
Non-Canvassing Certificate

**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 or 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 **Tarmac Limited**)

Date **9th August 2012**

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

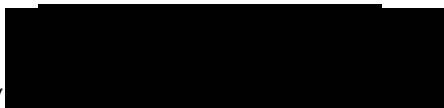
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/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.

I/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.

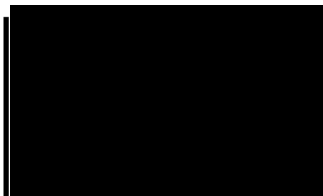
Signed (



Status



Signed (2)



Status



(For and on behalf of **Tarmac Limited**)

Date **9th August 2012**



**Section A:**

**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 **Tarmac Limited**)

Date **9th August 2012**

## Section B: Applicant Organisation Details

<b>1.</b>	<b>Applicant Details</b>	
1.1	Name of contracting Company/Organisation: <b>Tarmac Limited</b>  Address: <b>Tarmac Limited National Contracting 9 Maisies Way South Normanton Derbyshire</b>  Postcode: <b>DE55 2DS</b>  Tel: <b>01773 815100</b>  Email: <span style="background-color: black; color: black;">[REDACTED]</span>	
1.2	Registered name (if different from above): <b>Tarmac Limited</b>  Registered Office Address: <b>Tarmac Limited Millfields Road Ettingshall Wolverhampton</b>  Postcode: <b>WV4 6XP</b>  Company registration number: <span style="background-color: black; color: black;">[REDACTED]</span>	
1.3	Details of the individual completing this application and to which we may correspond:  Name: <b>Gareth Hopkins</b>  Job title: <b>Senior Manager – Commercial Services Department</b>  Correspondence Address: <b>Tarmac Limited National Contracting 9 Maisies Way South Normanton Derbyshire</b>  Postcode: <b>DE55 2DS</b>  Tel: <b>01773 815100</b>  Email: <span style="background-color: black; color: black;">[REDACTED]</span>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>

(f)	Franchise	
(g)	Public Sector Organisation	
1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: <b>Formed: 17<sup>th</sup> June 1903</b> <b>Registered: 7<sup>th</sup> May 1948</b>	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:	
	<b>Parent Company</b>	<b>Holding Company</b>
	Registered Name: Anglo American plc	Tarmac Holdings Limited
	Registered Address: 20 Carlton House Terrace London,	Millfields Road Ettingshall
	Postcode: SW1Y 5AN	WV4 6XP
	Registration Number: [REDACTED]	[REDACTED]
2.4	How many years has your company been undertaking contracts for this category that you are applying for? [REDACTED]	
2.5	Total number of employees: <b>Tarmac Limited National Contracting - [REDACTED]</b>	
2.6	Total number of employees engaged solely in the category that you are applying for <b>Tarmac Limited National Contracting - [REDACTED]</b>	

## **Section C: Financial & Insurance Information**

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <b>(this is a mandatory requirement)</b>	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      <b>Coromin Insurance (Ireland) Ltd</b></p> <p>Date policy taken out              <b>1st July 2012</b></p> <p>Expiry date of the policy          <b>1st July 2013</b></p> <p>Policy number/reference          <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance <b>(this is a mandatory requirement)</b>	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      <b>Coromin Insurance (Ireland) Ltd</b></p> <p>Date policy taken out              <b>1st July 2012</b></p> <p>Expiry date of the policy          <b>1st July 2013</b></p> <p>Policy number/reference          <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed <del>YES</del> /NO



commercial info

		<b>2009</b>	██████
		<b>2010</b>	██████
(If exact figures are not available please provide your best estimate of the figures required)			

## Section D: Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	<del>YES</del> /NO
1.2	If YES to 1.1 please provide further details.  N/A	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.  None	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.  None	

## Section E: Health & Safety and Equal Opportunities

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<b>YES/NO</b>
1.2	<p>Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p> <p><b><u>This is Mandatory Requirement</u></b></p>	<b>YES/NO</b>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: <b>CHAS</b></p> <p>Reference No: <b>N/A</b></p> <p>Date accreditation expires or is to be renewed: <b>2<sup>nd</sup> December 2013</b></p>	



	Please tick here if a copy of certificate attached <input checked="" type="checkbox"/>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur). [Redacted]	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.) [Redacted]	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given. [Redacted]	



	(c) Health & Safety Performance	YES/NO YES/NO						
1.11	<p>Does your company have a recognised health &amp; safety management system?</p> <p>Please give details below:</p> <div style="background-color: black; width: 100%; height: 300px; margin-top: 10px;"></div>	YES/NO						
1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">No. of accidents reported under RIDDOR last year</td> <td style="text-align: center; padding: 5px;"><div style="background-color: black; width: 50px; height: 15px;"></div></td> </tr> <tr> <td style="padding: 5px;">No. of accidents reported under RIDDOR this year</td> <td style="text-align: center; padding: 5px;"><div style="background-color: black; width: 50px; height: 15px;"></div></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	<div style="background-color: black; width: 50px; height: 15px;"></div>	No. of accidents reported under RIDDOR this year	<div style="background-color: black; width: 50px; height: 15px;"></div>	
Total								
No. of accidents reported under RIDDOR last year	<div style="background-color: black; width: 50px; height: 15px;"></div>							
No. of accidents reported under RIDDOR this year	<div style="background-color: black; width: 50px; height: 15px;"></div>							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div>	YES/NO						

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>[REDACTED]</p>	
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	



	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>1.17</p>	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in ‘The Management of Health and Safety at Work Regulations 1999’ you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>

<p><b>2.</b></p>	<p><b>Equal Opportunities</b></p>	
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p>	

	<p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>	
<p>2.1</p>	<p>Is it your policy as an employer to comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, sex, sexual orientation, religion or belief or age?</p> <p>UK/EU equalities and discrimination legislation includes:-          Equality Act 2010          Human Rights Act 1998</p>	<p>Enclosed          YES/NO</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;          Advance equality of opportunity between those who share protected characteristics and those who do not;          Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p> <div style="background-color: black; height: 80px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div>	





2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.  N/A	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
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[Redacted]

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- [Redacted]

- [Redacted]

[Redacted]

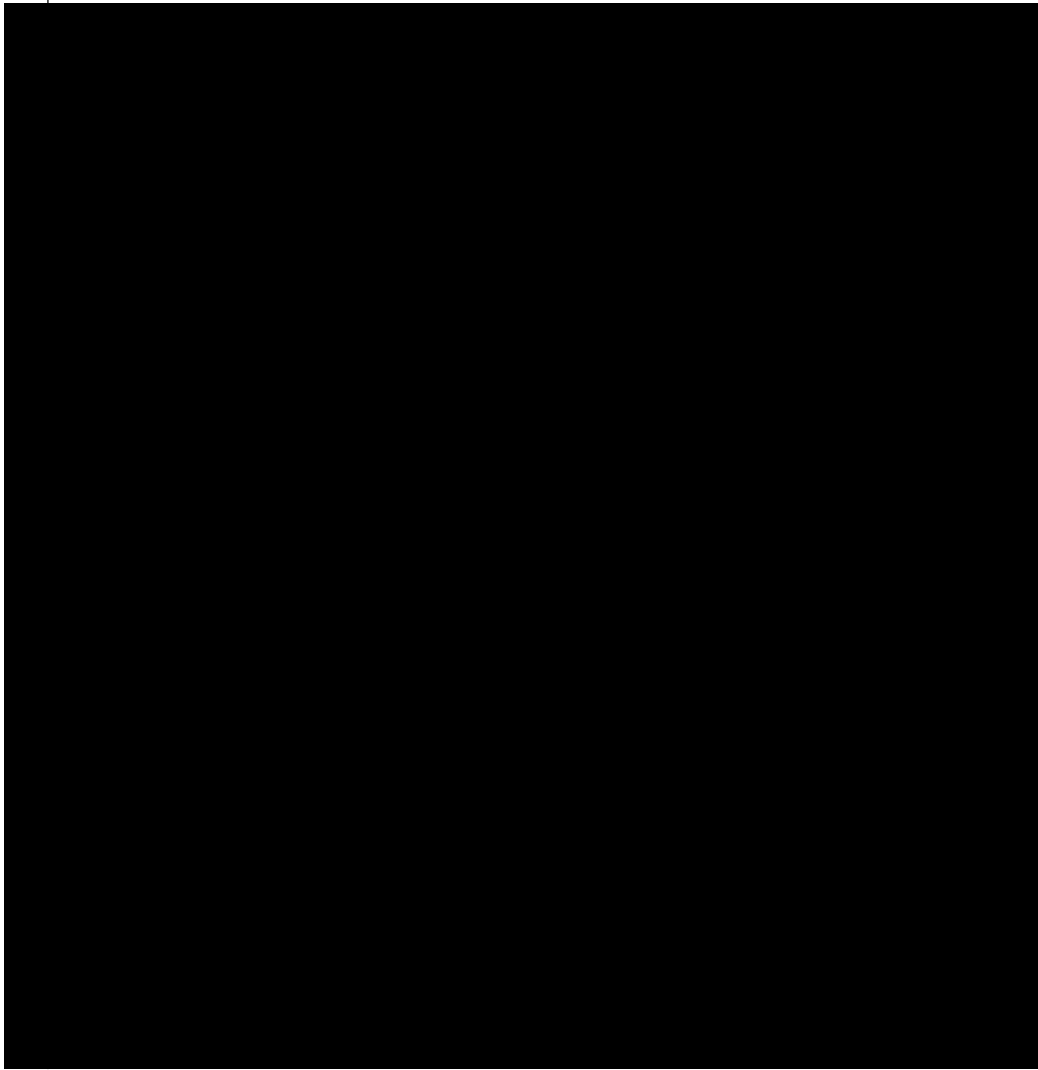
	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>2.9</p>	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>2.10</p>	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p> <p><b>N/A – Tarmac Limited has more than 5 employees</b></p>	<p>YES/NO</p>

## Section F: Contract Experience and References

<b>1. Contract Experience and References</b>					
1.1	Please list below up to a maximum of 10 similar services contracts undertaken by your company in the past 3 years or currently being handled. Current contracts for Local Government Buildings e.g. schools, libraries, fire stations, public sector offices will be of particular relevance. (PASS/FAIL)				
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>	<b>Contract Dates (From – To)</b>
1	[REDACTED]	[REDACTED]	[REDACTED]	Planing and resurfacing to Royal Shrewsbury Hospital road network including Maternity Unit access road, main access road and	January 2009
2	[REDACTED]	[REDACTED]	[REDACTED]	Civils, Surfacing, lining, traffic signals, footways to Harlescott Crossroads Shrewsbury	2009 - 2010
3	[REDACTED]	[REDACTED]	[REDACTED]	Planing, surfacing and lining to Caerwent Ranges	April 2012
4	[REDACTED]	[REDACTED]	[REDACTED]	Surfacing works to St Andrews School, Weston Super Mare	March 2012 – June 2012
5	[REDACTED]	[REDACTED]	[REDACTED]	Tarmac Dry 'SUDS' System to Regency High School Worcester	August 2011 – Oct 2011



6	[REDACTED]	[REDACTED]	[REDACTED]	Planing and surfacing works to the MRU Unit at Hereford Hospital	June 2011
7	[REDACTED]	[REDACTED]	[REDACTED]	Planing and surfacing works to the Lady Hawkins School Kington, Hereford	June 2011
8	[REDACTED]	[REDACTED]	[REDACTED]	Surfacing works to the Central Car Park in Leominster	June 2012
9	[REDACTED]	[REDACTED]	[REDACTED]	Surfacing Works to Term Maintenance contract in Herefordshire	2003-2013
10	[REDACTED]	[REDACTED]	[REDACTED]	Surfacing Works to Castle Moreton School	Nov 2011

2.		
2.1	<p data-bbox="264 210 1203 376">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 (PASS/FAIL)</p> <div data-bbox="225 423 1238 1317" style="background-color: black; width: 100%; height: 399px;"></div> <div data-bbox="217 1321 1238 1825" style="background-color: black; width: 100%; height: 225px;"></div>	

		
<p>2.2</p>	<p>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.</p> <p>Please tick here if details are attached <input checked="" type="checkbox"/></p> <p><a href="#">Please see additional information enclosed</a></p>	<p>50 max marks (Weight:5)</p>
<p>2.3</p>	<p>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 tarpaving</p>	<p>50 max marks (Weight:5)</p>





		
2.7	<p>In order to illustrate how you would undertake the required tarpaving for the Council meeting the required specification, please provide a case study below of a previous completed relevant project. This should illustrate the methodology you would employ to undertake the services, how you would plan the work, how you would liaise with the Council and the relevant premises, how the work would be managed and supervised and any other relevant information.</p> 	130 max marks (Weight:13)

## Section G: Accreditations and Quality Assurance

<b>1.</b>	<b>Accreditations an Quality Assurance</b>			
1.1	<p>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. Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	██████████	██████████ ██████████	██	██████
	██	██████████ ██████████	██	██████
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	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed <b>YES/NO</b>

2.2	<p>Please state any formal Quality Assurance and Environmental Assurance systems, relevant to this contract, which your company operates, i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent.</p> <p><b>This question is worth a maximum of 50 Marks it has a weighting of 5.</b></p>																							
	<table border="1"> <thead> <tr> <th data-bbox="635 365 860 465">Name of Awarding Organisation/Body</th> <th data-bbox="635 465 860 589">Registration Number</th> <th data-bbox="635 589 860 712">Name of Quality Assurance System</th> <th data-bbox="635 712 860 835">Date Achieved</th> <th data-bbox="635 835 860 869">Date of Expiry/Renewal</th> </tr> </thead> <tbody> <tr> <td data-bbox="635 477 860 589">■</td> <td data-bbox="635 589 860 712">■</td> <td data-bbox="635 712 860 835">■</td> <td data-bbox="635 835 860 913">■</td> <td data-bbox="635 913 860 1014">■</td> </tr> <tr> <td data-bbox="635 589 860 712">■</td> <td data-bbox="635 712 860 835">■</td> <td data-bbox="635 835 860 958">■</td> <td data-bbox="635 958 860 1081">■</td> <td data-bbox="635 1081 860 1205">■</td> </tr> <tr> <td data-bbox="635 712 860 835">■</td> <td data-bbox="635 835 860 958">■</td> <td data-bbox="635 958 860 1081">■</td> <td data-bbox="635 1081 860 1205">■</td> <td data-bbox="635 1205 860 1328">■</td> </tr> </tbody> </table>	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■			
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	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p>			<p>Enclosed <b>YES/NO</b></p>																				

## Section H: Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>																	
1.1	<p>Please confirm which of the following value bands of work you wish to be considered for:</p> <p>£0 - £9,999 per contract <input checked="checked" style="float: right;" type="checkbox"/></p> <p>£10,000 - £29,999 per contract <input checked="checked" style="float: right;" type="checkbox"/></p> <p>£30,000 - £139,999 per contract <input checked="checked" style="float: right;" type="checkbox"/></p>																	
1.2	<p>Please indicate minimum value of work you wish to tender for</p> <p>██████</p>																	
1.3	<p>Day work rates per hour (inclusive of mileage)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 30%; text-align: left;">£/hour</th> <th style="width: 70%; text-align: left;">Trade</th> </tr> </thead> <tbody> <tr> <td>██████</td> <td>Manager</td> </tr> <tr> <td>██████</td> <td>Supervisor</td> </tr> <tr> <td>██████</td> <td>Operative</td> </tr> </tbody> </table> <p>Overtime Rates per hour:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 30%; text-align: left;">£/hour</th> <th style="width: 70%; text-align: left;">Trade</th> </tr> </thead> <tbody> <tr> <td>██████</td> <td>Manager</td> </tr> <tr> <td>██████</td> <td>Supervisor</td> </tr> <tr> <td>██████</td> <td>Operative</td> </tr> </tbody> </table> <p>Materials: █████ mark up</p> <p>Sub-Contractors █████ mark up</p>	£/hour	Trade	██████	Manager	██████	Supervisor	██████	Operative	£/hour	Trade	██████	Manager	██████	Supervisor	██████	Operative	
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£/hour	Trade																	
██████	Manager																	
██████	Supervisor																	
██████	Operative																	
1.4	<p>Please indicate the period of time for which the above rates will be fixed</p> <p>██████████</p>																	

commercial info

Alun Griffiths (Contractors) Ltd  
Waterways House  
Merthyr Road  
Llanfoist  
ARFRGAVENNY

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

Date: 18<sup>th</sup> September 2012

Dear Sir

**IMC 046 – FRAMEWORK ARRANGEMENT FOR TARPAVING WORKS**

I confirm that your tender relating to the above framework has been accepted. Yourself and the other accepted tenderer, Tarmac Ltd National Contracting, will be used alternatively for day works. For projects you will both be approached to provide tenders.

The framework will commence on 1<sup>st</sup> October 2012 and will be in place for a period of up to 4 years.

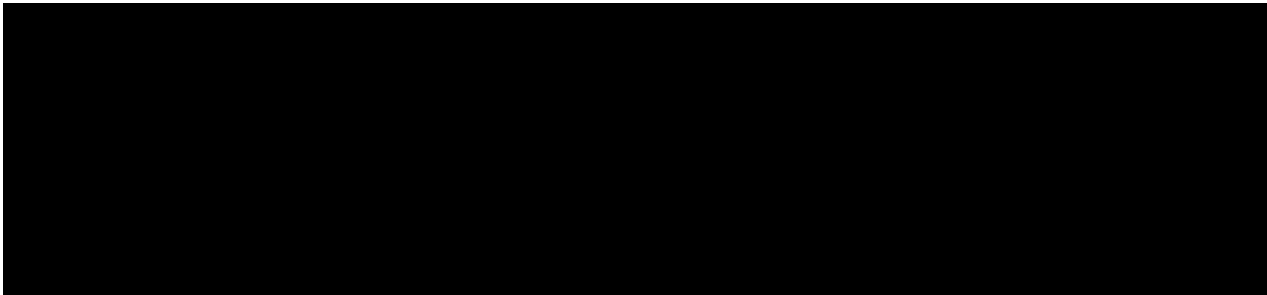
The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, and your tender response.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

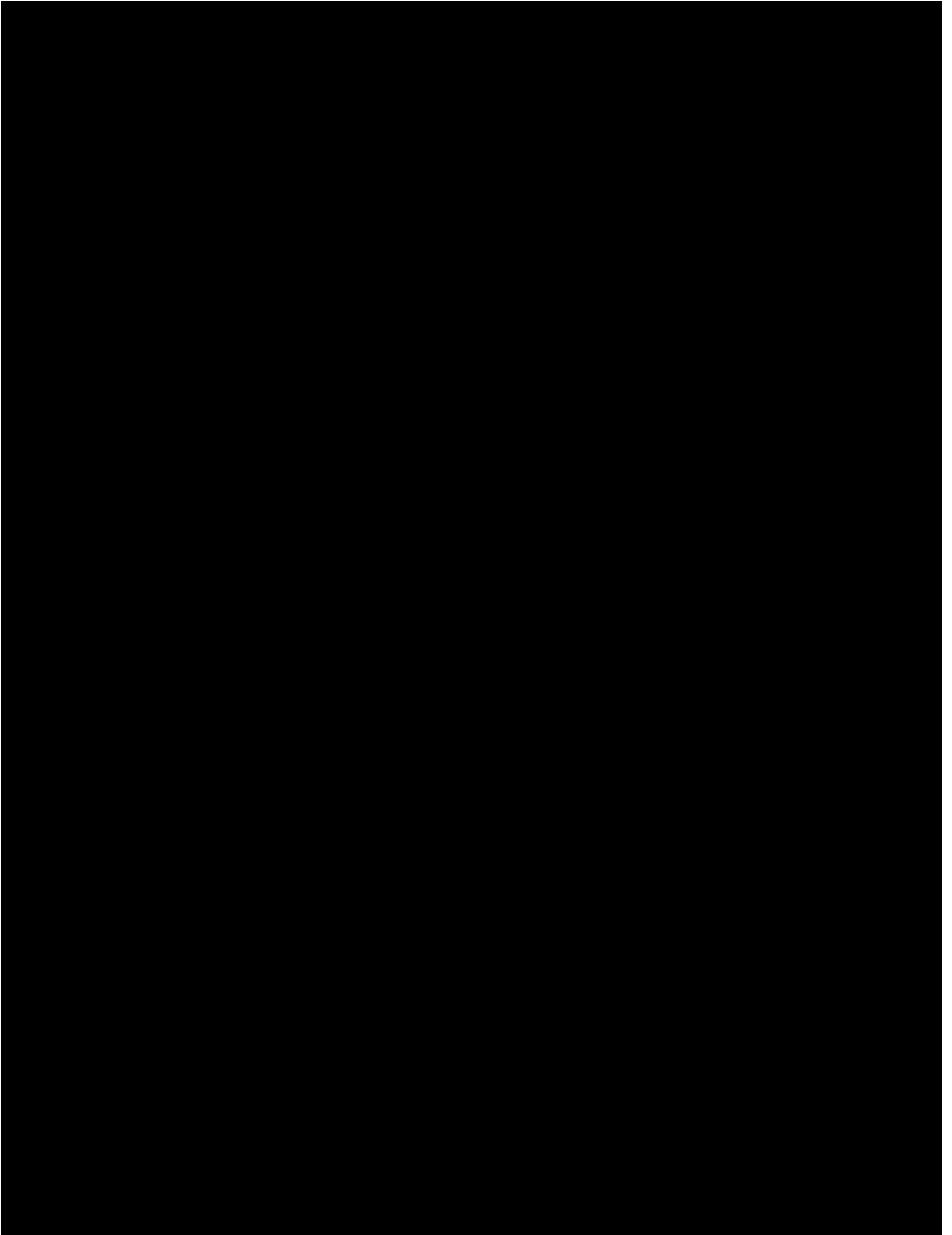
The award criteria for this contract was set out in full in Invitation to Tender with price accounting for 60% and quality for 40% of the total marks.

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



Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-

commercial info



Yours faithfully

personal info



Property Services  
Shropshire Council



Property Services  
Shropshire Council

Tarmac Ltd National Contracting  
9 Maisies Way  
SOUTH NORMANTON  
Derbyshire  
NE55 2NS

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

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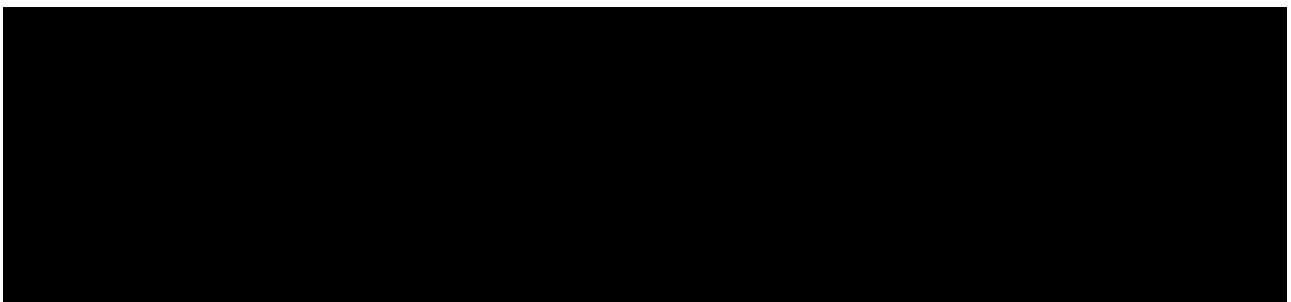
The information provided by the invitation to tender documentation and your tender response, including your email (dated 12/09/2012, 11:28am) confirming the price increase for labour rates of 3% each year, will form the basis of the framework arrangement.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, and your tender response.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

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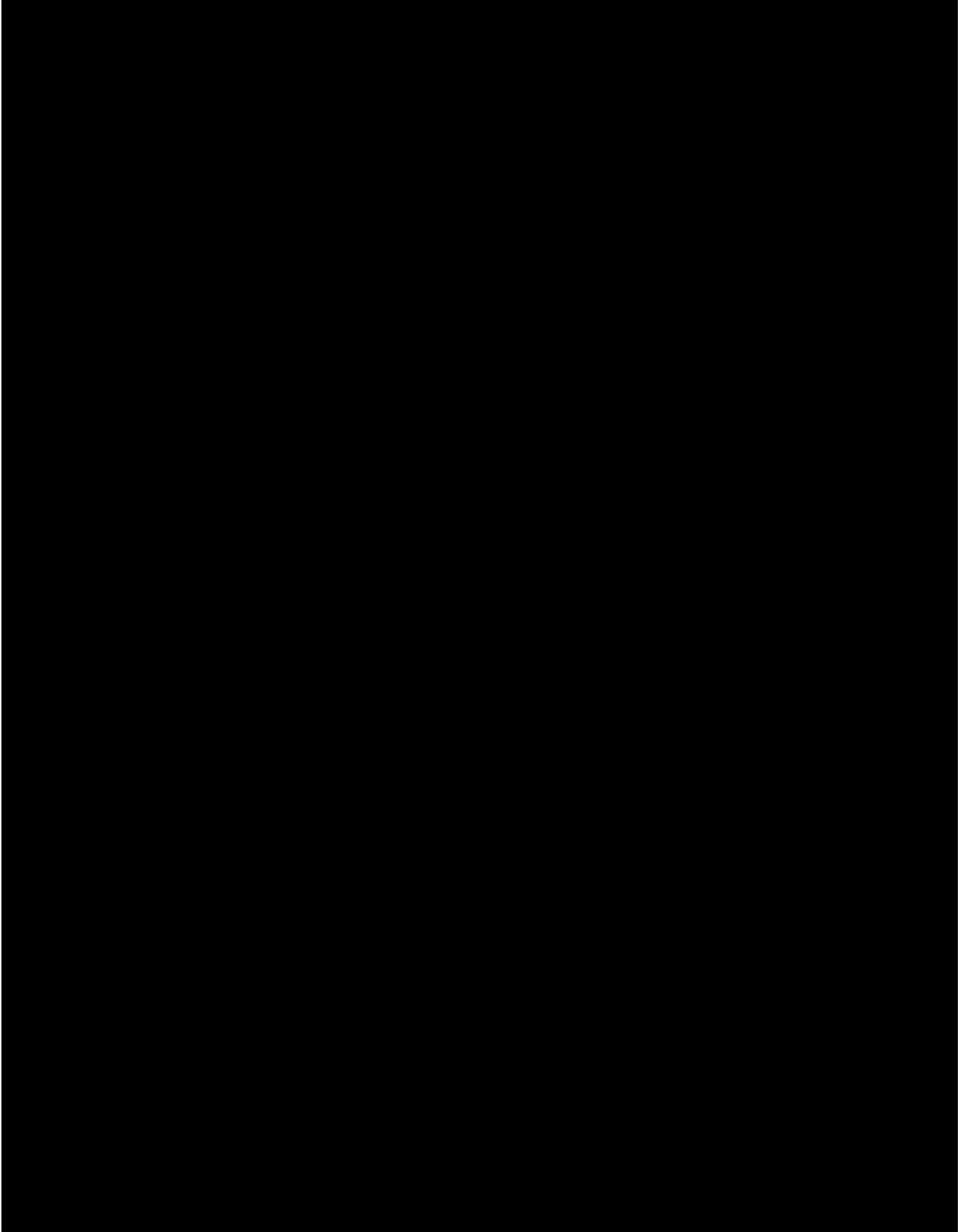
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commercial info

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Shropshire Council



Property Services  
Shropshire Council