personal info

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Contract notice
(Directive 2004/18/EC)

Section I : Contracting authority

I.1) Name, addresses and contact point(s):

Official name: Shropshire Council National ID: *(if known)*
Postal address: Shirehall, Abbey Foregate
Town: SHREWSBURY Postal code: SY2 6ND Country: United Kingdom (UK)
Contact point(s): Telephone: +44 1743252993
For the attention of: [redacted]
E-mail: procurement@shropshire.gov.uk Fax: +44 1743255901

Internet address(es): *(if applicable)*
General address of the contracting authority/entity: *(URL)* www.Shropshire.gov.uk
Address of the buyer profile: *(URL)*
Electronic access to information: *(URL)*
Electronic submission of tenders and requests to participate: *(URL)*

Further information can be obtained from
◉ The above mentioned contact point(s) ○ Other (please complete Annex A.I)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from
◉ The above mentioned contact point(s) ○ Other (please complete Annex A.II)

Tenders or requests to participate must be sent to
○ The above mentioned contact point(s) ◉ Other (please complete Annex A.III)

I.2) Type of the contracting authority

○ Ministry or any other national or federal authority, including their regional or local sub-divisions
○ National or federal agency/office
◉ Regional or local authority
○ Regional or local agency/office
○ Body governed by public law
○ European institution/agency or international organisation
○ Other: (please specify)

I.3) Main activity

☒ General public services

☐ Defence

☐ Public order and safety

☐ Environment

☐ Economic and financial affairs

☐ Health

☐ Housing and community amenities

☐ Social protection

☐ Recreation, culture and religion

☐ Education

☐ Other: (please specify)

I.4) Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities:

○ yes ◉ no

information on those contracting authorities can be provided in Annex A

Section II : Object of the contract

II.1) Description :

II.1.1) Title attributed to the contract by the contracting authority :

IMC 048- Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units

II.1.2) Type of contract and location of works, place of delivery or of performance :
choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s)

○ Works	◉ Supplies	○ Services
☐ Execution	◉ Purchase	Service category No:
☐ Design and execution	○ Lease	Please see Annex C1 for service categories
☐ Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities	○ Rental ○ Hire purchase ○ A combination of these	

Main site or location of works, place of delivery or of performance :

Shropshire

NUTS code:

II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):
☐ The notice involves a public contract
☒ The notice involves the establishment of a framework agreement
☐ The notice involves the setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement : *(if applicable)*
◉ Framework agreement with several operators ○ Framework agreement with a single operator
Number :
or
(if applicable) maximum number : 8 of participants to the framework agreement envisaged

Duration of the framework agreement
Duration in years : 4 or in months :

Justification for a framework agreement, the duration of which exceeds four years :

Estimated total value of purchases for the entire duration of the framework agreement*(if applicable, give figures only)*
Estimated value excluding VAT : Currency :
or
Range: between : : and : : Currency :

Frequency and value of the contracts to be awarded : *(if known)*

II.1.5) Short description of the contract or purchase(s) :
Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	**Supplementary vocabulary** *(if applicable)*
Main object	45331220	
Additional object(s)	44622100	
	45331231	

II.1.7) Information about Government Procurement Agreement (GPA) :
The contract is covered by the Government Procurement Agreement (GPA) : ○ yes ◉ no

II.1.8) Lots: *(for information about lots, use Annex B as many times as there are lots)*

This contract is divided into lots: ○ yes ◉ no
(if yes) Tenders may be submitted for
○ one lot only

○ one or more lots

○ all lots

II.1.9) Information about variants:
Variants will be accepted : ○ yes ◉ no

II.2) Quantity or scope of the contract :

II.2.1) Total quantity or scope : *(including all lots, renewals and options, if applicable)*
See tender documents

(if applicable, give figures only)
Estimated value excluding VAT : 736000.00 Currency : GBP
or
Range: between : : and : : Currency :

II.2.2) Information about options : *(if applicable)*
Options : ○ yes ◉ no
(if yes) Description of these options :

(if known) Provisional timetable for recourse to these options :
in months : or in days : (from the award of the contract)

II.2.3) Information about renewals : *(if applicable)*
This contract is subject to renewal: ○ yes ◉ no
Number of possible renewals: *(if known)* or Range: between : and:
(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:
in months: or in days: (from the award of the contract)

II.3) Duration of the contract or time limit for completion:

Duration in months : or in days: (from the award of the contract)

or

Starting: 01/10/2012 (dd/mm/yyyy)

Completion: 30/09/2016 (dd/mm/yyyy)

Section III : Legal, economic, financial and technical information

III.1) Conditions relating to the contract:

III.1.1) Deposits and guarantees required:*(if applicable)*
See tender documentation

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:
See tender documentation

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:*(if applicable)*
Joint and severable liability

III.1.4) Other particular conditions:*(if applicable)*
The performance of the contract is subject to particular conditions : ○ yes ◉ no
(if yes) Description of particular conditions:

III.2) Conditions for participation:

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:
Information and formalities necessary for evaluating if the requirements are met:
See tender documentation

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met: See tender documentation	Minimum level(s) of standards possibly required: *(if applicable)*

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met: See tender documentation	Minimum level(s) of standards possibly required: *(if applicable)*

III.2.4) Information about reserved contracts:*(if applicable)*
☐ The contract is restricted to sheltered workshops
☐ The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:
Execution of the service is reserved to a particular profession: ○ yes ○ no
(if yes) Reference to the relevant law, regulation or administrative provision :

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: ○ yes ○ no

Section IV : Procedure

IV.1) Type of procedure:

IV.1.1) Type of procedure:

◉ Open
○ Restricted
○ Accelerated restricted — Justification for the choice of accelerated procedure:

○ Negotiated — Some candidates have already been selected (if appropriate under certain types of negotiated procedures) : ○ yes ○ no
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)
○ Accelerated negotiated — Justification for the choice of accelerated procedure:

○ Competitive dialogue

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate:*(restricted and negotiated procedures, competitive dialogue)*
Envisaged number of operators:
or
Envisaged minimum number: and *(if applicable)* maximum number
Objective criteria for choosing the limited number of candidates:

IV.1.3) Reduction of the number of operators during the negotiation or dialogue:*(negotiated procedure, competitive dialogue)*
Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated : ○ yes ○ no

IV.2) Award criteria

IV.2.1) Award criteria *(please tick the relevant box(es))*

○ Lowest price

or

◉ The most economically advantageous tender in terms of

○ the criteria stated below *(the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)*

◉ the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	

Criteria	Weighting	Criteria	Weighting
5.		10.	

IV.2.2) Information about electronic auction

An electronic auction will be used ○ yes ◉ no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information:

IV.3.1) File reference number attributed by the contracting authority: *(if applicable)*
IMC 048

IV.3.2) Previous publication(s) concerning the same contract:
○ yes ◉ no

(if yes)

○ Prior information notice ○ Notice on a buyer profile

Notice number in the OJEU: of: (dd/mm/yyyy)

☐ Other previous publications*(if applicable)*

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document:*(in the case of a competitive dialogue)*

Time limit for receipt of requests for documents or for accessing documents

Date: 19/07/2012 Time:

Payable documents ○ yes ◉ no
(if yes, give figures only) Price: Currency:

Terms and method of payment:

IV.3.4) Time limit for receipt of tenders or requests to participate:

Date: 20/07/2012 Time: 12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates:*(if known, in the case of restricted and negotiated procedures, and competitive dialogue)*

Date:

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up:
○ Any EU official language
◉ Official EU language(s):
EN
☐ Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender:
until: :

or
Duration in months : or in days : (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders:
Date : (dd/mm/yyyy) Time
*(if applicable)*Place:
Persons authorised to be present at the opening of tenders *(if applicable)* :
○ yes ○ no
(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: *(if applicable)*
This is a recurrent procurement : ◉ yes ○ no
(if yes) Estimated timing for further notices to be published:
4 years

VI.2) Information about European Union funds:
The contract is related to a project and/or programme financed by European Union funds : ○ yes ○ no
(if yes) Estimated timing for further notices to be published:

VI.3) Additional information: *(if applicable)*
The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for receipt of tenders is 12 noon, 20 July 2012. Applicants wishing to tender for this requirement should request a tender pack in writing or by email to procurement@shropshire.gov.uk as set out in para I.1 above.

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name: See VI.4.2 below

Postal address:

Town: Postal code: Country:

Telephone:

E-mail: Fax:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town: Postal code: Country:

Telephone:

E-mail: Fax:

Internet address: *(URL)*

VI.4.2) Lodging of appeals: *(please fill in heading VI.4.2 or if need be, heading VI.4.3)*
The Contracting Authorities will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of a contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 22006 No 5) provide for aggrieved parties who

have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Official name: See VI.4.2 above

Postal address:

Town: Postal code: Country:

Telephone:

E-mail: Fax:

Internet address: *(URL)*

VI.5) Date of dispatch of this notice:

22/06/2012 *(dd/mm/yyyy)* - ID:2012-086740

Annex A
Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained

Official name: National ID: *(if known)*

Postal address:

Town: Postal code: Country:

Contact point(s): Telephone:

For the attention of:

E-mail: Fax:

Internet address: *(URL)*

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: National ID: *(if known)*

Postal address:

Town: Postal code: Country:

Contact point(s): Telephone:

For the attention of:

E-mail: Fax:

Internet address: *(URL)*

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: Democratic Services Manager, Shropshire Council National ID: *(if known)* -

Postal address: Shirehall, Abbey Foregate

Town: Shrewsbury Postal code: SY2 6ND Country: United Kingdom (UK)

Contact point(s): Telephone: +44 1743252993

For the attention of: Democratic Services Manager, Legal & Democratic Services

E-mail: Fax: +44 1743255901

Internet address: *(URL)*

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Official name National ID (if known):

Postal address:

Town Postal code

Country

---------- (Use Annex A Section IV as many times as needed) ----------

Annex B
Information about lots

Title attributed to the contract by the contracting authority

Lot No : **Lot title :**

1) Short description:

2) Common procurement vocabulary (CPV):

Main vocabulary:

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: Currency:

or

Range: between : and: Currency:

4) Indication about different date for duration of contract or starting/completion:*(if applicable)*

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex C1 – General procurement

Service categories referred to in Section II: Object of the contract

Directive 2004/18/EC

Category No [1]	**Subject**
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b)Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	**Subject**
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.
2 Except for rail transport services covered by category 18.
3 Except for rail transport services covered by category 18.
4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
6 Except arbitration and conciliation services.
7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
8 Except employment contracts.
9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.

personal info

Commissioning & Procurement
Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND

date as per email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [redacted]

Email: **procurement@shropshire.gov.uk**

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES
SHROPSHIRE COUNCIL

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

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Return Label

Tenders should be made on the enclosed Tender 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 20th July 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

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 22 June 2012 to appear in the Supplement to the Official Journal of the European Union.

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.

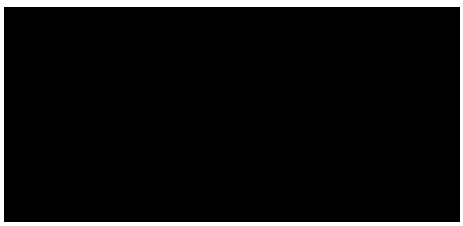
Other Details

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



SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

1. DEFINITIONS
2. GENERAL
3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS
4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES
5. PRICE AND PAYMENT
6. DELIVERY
7. LOSS OR DAMAGE IN TRANSIT
8. INSPECTION
9. REJECTION
10. TITLE - PASSING PROPERTY
11. THE COUNCIL'S OBLIGATIONS
12. WARRANTY
13. INDEMNIFICATION
14. TERMINATION AND CANCELLATION
15. ANTI-BRIBERY AND CORRUPTION
16. INTELLECTUAL PROPERTY RIGHTS
17. INDEPENDENT CONTRACTORS
18. SEVERABILITY
19. ASSIGNING AND SUB-CONTRACTING
20. WAIVER
21. HAZARDOUS GOODS
22. NOTICES
23. CONFIDENTIALITY

23A. AGREEMENT STATUS

24. COUNCIL DATA
25. PROTECTION OF PERSONAL DATA
26. COUNCIL DATA AND PERSONAL DATA AUDITS
27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
28. INSURANCE
29. EQUALITIES
30. HUMAN RIGHTS
31. HEALTH AND SAFETY AT WORK
32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
33. SAFEGAURDING
34. SUSTAINABILITY
35. EXPIRY
36. AUDIT AND MONITORING
37. RIGHTS OF THIRD PARTIES
38. ENTIRE AGREEMENT
39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used

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:

'Agreement'	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.
"Council Data"	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;
"Council Software"	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;
"Council System"	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;
"Council Representative"	the representative appointed by the Council
"Council"	means Shropshire Council
"Commercially Sensitive Information"	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;
"Confidential Information"	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") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	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;
"Contractor Software"	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;
"Contractor System"	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);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	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;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"**Exempt Information"**	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)
"FOIA"	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
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner

“Form of Agreement”	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
“**Goods”**	means all goods specified in the Agreement.
“Hazardous Goods”	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).
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
“Law”	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;
“Malicious Software”	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;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
“Public body”	as defined in the FOIA 2000
'Purchase Order'	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
“Receiving Party”	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
“Regulatory Bodies”	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;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	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.
"Software"	Specially Written Software, Contractor Software and Third Party Software;
"Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	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 indemnity 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
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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.1 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.2 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.3 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.4 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 Contactor 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 Contactor 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

Additional definitions for clauses 43 and 44	
"Security Plan"	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)***]**;
"Staff Vetting Procedures"	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

INSTRUCTIONS FOR TENDERING

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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 1st October 2012.

Index

Section	Description	Page
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Tender Evaluation	6
7.0	Clarifications	6
8.0	Continuation of the Procurement Process	7
9.0	Confidentiality	8
10.0	Freedom of Information	9
11.0	Disqualification	10
12.0	E-Procurement	11
13.0	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11

14.0	Value of Contract	11
15.0	Acceptance	11
16.0	Payment Terms	12
17.0	Liability of Council	12
18.0	Declaration	13

1.0 Invitation to Tender

1.1 You are invited to tender for a framework of service providers in specific categories of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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 1st 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 <u>Tender Submission</u>

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, 20th July 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] Commissioning and Procurement,

Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) 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 13 July 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 it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

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

14.0 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 form part of a framework of service providers of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units who 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 Air Conditioning equipment, Heat Recovery Systems and Refrigeration units. 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 All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

15.5 Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being 1st October 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 ……..

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

personal info

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], [redacted], Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to 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

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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
Total max marks for price (60%)		**600**	
Quality 40% (400 marks)			
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
Total max marks for quality (40%)		**400**	

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

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

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

The 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 Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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 of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) …… Status……

Signed (2) …… Status……

(For and on behalf of ……..)

Date ……..

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 tick 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) **An SME can be defined as an enterprise which employs fewer than 250 people* If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO YES/NO

2.	**Company History/Background**	
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? …….. 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

1.	Insurance Details	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	YES/NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company …… Date policy taken out …… Expiry date of the policy …… Policy number/reference …… Conditions/Exceptions ……. …….	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	YES/NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company …… Date policy taken out …… Expiry date of the policy …… Policy number/reference …… Conditions/Exceptions ……. …….	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2.	**Financial Details**
*	*Why do we need to know this?* *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.* *How the Council evaluates this information will vary given the nature of the contract to be awarded.*
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)** Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts

	Company Accounts Enclosed **Year** **2009/10** **2010/11** **2011/12** **Turnover** **£**……. **£**……. **£**……. **Profit(Loss)** **£**……. **£**……. **£**……. YES/NO YES/NO YES/NO	

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

2.2	Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. **(Please insert figures – do not refer to attached accounts)**

Year	
Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment **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

1.	Outstanding Claims / County Court Judgements	
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.	

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.
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

1.	Health & Safety at Work	
*	*Why do we need to know this?* *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.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed ☐	YES/NO
1.2	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 & CHAS Accreditation **<u>This is Mandatory Requirement</u>**	YES/NO
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: Reference No: Date accreditation expires or is to be renewed: Please tick here if a copy of certificate attached ☐	

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	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. **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.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	Where do you get your competent health and safety advice? 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.
1.18	Do you provide Asbestos Training for your employees?

2.	Equal Opportunities	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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.* *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	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? UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998	Enclosed YES/NO
2.2	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. 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. 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	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed ☐	 YES/NO YES/NO YES/NO

2.8	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? Provide evidence of the above.

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. Confirmed	YES/NO

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	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)
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Please tick here if details are attached ☐	50 max marks (Weight:5)
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that sample is attached ☐	50 max marks (Weight:5)
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached ☐	50 max marks (Weight:5)

2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached ☐	50 max marks (Weight:5)
2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process All Yes/No Some Yes/No If yes please enclose details	20 max marks (Weight:2)
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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.	130 max marks (Weight:13)

Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance			
1.1	Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas. Please state whether the award belongs to the company or an individual. The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme. (Pass/Fail)			
	Name of Awarding Organisation/Body	**Level of Accreditation**	**Date Achieved**	**Date of Expiry/ Renewal**
	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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**				
	Name of Awarding Organisation/Body	**Registration Number**	**Name of Quality Assurance System**	**Date Achieved**	**Date of Expiry/ Renewal**
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO

Section H:
Tender Schedule

<table>
<tr><th>1.</th><th>Pricing Schedule</th><th></th></tr>
<tr><td>1.1</td><td>Please confirm which of the following value bands of work you wish to be considered for:

£0 - £9,999 per contract ☐

£10,000 - £29,999 per contract ☐

£30,000 - £139,999 per contract ☐</td><td></td></tr>
<tr><td>1.2</td><td>Please indicate minimum value of work you wish to tender for</td><td></td></tr>
<tr><td>1.3</td><td>Day work rates per hour (inclusive of mileage)

<table><tr><td>£/hour
Trade

Manager

Supervisor

Operative</td><td></td></tr></table>
Overtime Rates per hour:</td><td></td></tr>
</table>

	£/hour **Trade** Manager Supervisor Operative	
	Materials: ……. % mark up Sub-Contractors……..% mark up	
1.4	Please indicate the period of time for which the above rates will be fixed	

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION
(please insert)

A1R SERVICES LIMITED

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

personal info

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], Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk .

1. 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.

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

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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
Total max marks for price (60%)		**600**	
Quality 40% (400 marks)			
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
Total max marks for quality (40%)		**400**	

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

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

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

The 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.

personal info

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Framework Arrangement for Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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]

[redacted] [redacted]

Date **3rd July 2012.**

Designation [redacted]

Company : **A1R Services Limited**

Address … **Suites 5&6 Titmore Court, Titmore Green, Little Wymondley, Hitchin, Hertfordshire.**

Post Code **SG4 7JT**

Tel No **08456-171710** Fax No …**08456-171718**….

E-mail address … info@a1rservices.co.uk [redacted]

Web address …www.a1rservices.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 …**A1R Services Limited**.)

Date …**3rd July 2012**

personal info

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) [redacted]…… Status…[redacted]

Signed (2) [redacted]…… Status……[redacted]

(For and on behalf of …**A1R Services Limited**.)

Date …**3rd July 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?

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 **A1R Services Limited**.)

Date …**3rd July 2012**.

Section B:
Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: **A1R Services Limited** Address: **Suites 5 & 6 Titmore Court, Titmore Green, Little Wymondley, Hitchin, Hertfordshire** Postcode: **SG4 7JT** Tel: **08456-171710** Email: **info@a1rservices.co.uk** [redacted]	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number: [redacted]	
1.3	Details of the individual completing this application and to which we may correspond: Name: [redacted] Job title: [redacted] Correspondence Address: **Darren.G.Parker – Rose Cottage, Old Solesbridge Lane, Chorleywood, Hertfordshire,** Postcode: **WD3 5ST** Tel: **08456-171710** Email: [redacted]	
1.4	Type of Organisation (please tick all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	**X**
(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) **An SME can be defined as an enterprise which employs fewer than 250 people* If No, Please confirm you are an enterprise which employs more than 250 people	**YES** **N/A**

2.	**Company History/Background**	
2.1	Date Company established: **4th October 2006**	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	**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? [redacted] years	
2.5	Total number of employees: [redacted]	
2.6	Total number of employees engaged solely in the category that you are applying for [redacted]	

Section C:
Financial & Insurance Information

1.	Insurance Details	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	**YES**
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company **Amlin & Liberty** [redacted] Date policy taken out **1st January 2012** Expiry date of the policy **31st December 2012** Policy number/reference [redacted] Conditions/Exceptions [redacted]	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	**YES**
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company **Amlin & Liberty** [redacted] Date policy taken out **1st January 2012** Expiry date of the policy **31st December 2012** Policy number/reference [redacted] Conditions/Exceptions [redacted]	

	……	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed **YES**
2.	**Financial Details**	
*	*Why do we need to know this?* *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.* *How the Council evaluates this information will vary given the nature of the contract to be awarded.*	
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)** Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts	

Company			**Accounts Enclosed**
Year	**Turnover**	**Profit(Loss)**	
2009/10	**£**……[redacted].	**£**…[redacted]	YES
2010/11	**£**……[redacted]	**£**…[redacted]	YES
2011/12	**£**…[redacted]…… …….	**£**…[redacted]	YES

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

2.2	Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. **(Please insert figures – do not refer to attached accounts)** (If exact figures are not available please provide your best estimate of the figures required)

Year	**Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment**
2009/10	**£**[redacted]
2010/11	**£**[redacted]
2011/12	**£**[redacted]

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?	**NO**
1.2	If YES to 1.1 please provide further details.	

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. **NOT APPLICABLE**
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

1.	Health & Safety at Work	
*	*Why do we need to know this?* *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.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed [X]	**YES**
1.2	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 & CHAS Accreditation	**YES**

	ALL CERTIFICATES ARE IN SECTION 15 IN BLUE FOLDER **<u>This is Mandatory Requirement</u>**	
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: [redacted] Reference No: [redacted] Date accreditation expires or is to be renewed: **16th November 2014** Please tick here if a copy of certificate attached **x**	
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?	**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**
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**
1.9	If YES to 1.8 please state what training has been given. [redacted]	

1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	 **YES** **YES** **YES**
1.11	Does your company have a recognised health & safety management system? Please give details below: As part of our IMS manual and regular tool box talks and quarterly management reviews at our head offices all staff and able to meet with the Management and review any items they have come across that needs to be addressed and reviewed and any item we feel needs to be implemented we carry out this process as part of our procedures	**YES**
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.	

	Total
No. of accidents reported under RIDDOR last year	**none**
No. of accidents reported under RIDDOR this year	**none**

1.13	Does your company consult with employees on health and safety? If YES, please give details below. [redacted]	**YES**
1.14	Will you be using any sub contractors as part of this contract?	**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	Where do you get your competent health and safety advice? 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. [redacted]
1.18	Do you provide Asbestos Training for your employees? [redacted]

2.	Equal Opportunities	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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.* *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	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? UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998	Enclosed **YES**
2.2	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. 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. 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?	**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?	**NO**
2.6	If YES to 2.5, please give details.	
2.7	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed [x]	 **YES** **YES** **YES**

2.8	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? Provide evidence of the above. **Yes we enclose all our policies in relation to the above and also forms part of the Employee Handbook.**

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. [redacted]	
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. Confirmed	N/A

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	1st August 2011 to 31st July 2014
2	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	1st September 2012 – on going
3	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	1st April 2011 to 31st March 2013 and renewable yearly
4	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	1st January 2012 to 31st Dec 2012 and renewable yearly we are in 2nd year

5	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	1st November 2010 to 31st October 2015 5 year contract
6	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	Ad-hoc repairs and installations
7	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	1st February 2012 on going with a 5 year contract
8	[redacted]	[redacted]	[redacted]	Refrigeration, Air Conditioning, Mechanical Ventilation services, 24/7 service, PPM and new Installation works and Remedial works	Ad-hoc repairs and installations
9					

10					

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply. **Please see section 3 of the blue folder which provide you with full details.**	(Pass/Fail)
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Please tick here if details are attached [X] **Please see section 8 in blue folder**	50 max marks (Weight:5)
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that sample is attached [X] **Please see section 5 in the blue folder**	50 max marks (Weight:5)
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached [ ]	50 max marks (Weight:5)
2.5	In order to show how you will deliver the required services to the	50 max

	Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached [x] [redacted]	marks (Weight:5)
2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process **All Yes** If yes please enclose details [redacted]	20 max marks (Weight:2)
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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. **Please see attached documents in section 9 of the blue folder which this document is enclosed with.**	130 max marks (Weight:13)

Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance

1.1 Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas.
Please state whether the award belongs to the company or an individual.

The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme.
(Pass/Fail)

Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
[redacted]			[redacted]

	Please provide copies of the certificates you have given above or other proof of the qualifications.	Enclosed **YES**

commercial info

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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**				
	Name of Awarding Organisation/Body	**Reg Number**	**Name of Quality Assurance System**	**Date Achieved**	**Date of Expiry/ Renewal**
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed **YES**

Section H:
Tender Schedule

1.	Pricing Schedule	
1.1	Please confirm which of the following value bands of work you wish to be considered for: £0 - £9,999 per contract [X] £10,000 - £29,999 per contract [X] £30,000 - £139,999 per contract [X]	
1.2	Please indicate minimum value of work you wish to tender for [redacted]	
1.3	Day work rates per hour (inclusive of mileage) **£/hour** | **Trade** [redacted] | Manager [redacted] [redacted] | Supervisor [redacted] | Operative Overtime Rates per hour: **£/hour** | **Trade** [redacted]0 | Manager [redacted] [redacted] | Supervisor [redacted] | Operative Materials: …[redacted]……. % mark up Sub-Contractors……[redacted]…..% mark up	
1.4	Please indicate the period of time for which the above rates will be fixed [redacted]	

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION
(please insert)

Cool Services Ltd

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

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], [redacted] Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to 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

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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
Total max marks for price (60%)		**600**	
Quality 40% (400 marks)			
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
Total max marks for quality (40%)		**400**	

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

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

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

The 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.

personal info

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Framework Arrangement for Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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 - [redacted]

Date ……..

Designation – [redacted]

Company – **Cool Services Ltd**

Address - **Unit 1a Vernon Drive, Battlefield Enterprise Park,**

Shrewsbury, Shropshire

Post Code -**SY1 3TF**

Tel No - **01743 453030** Fax No-**01743 453031**

E-mail address - **sales@coolservices.co.uk**

Web address – **www.coolservices.co.uk**

personal info

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) …… Status – [redacted]

Signed (2) …… Status - [redacted]

(For and on behalf of Cool Services Ltd)

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 – [redacted]

Signed (2) …… Status - [redacted]

(For and on behalf of Cool Services Ltd)

Date ……..

personal info

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?

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 – [redacted]

Signed (2) …… Status - [redacted]

(For and on behalf of Cool Services Ltd)

Date ……..

Section B:
Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: **Cool Services Ltd** Address: **Unit 1a Vernon Drive** **Battlefield Enterprise Park** **Shrewsbury** **Shropshire** Postcode: **SY1 3TF** Tel: **01743 453030** Email: **sales@coolservices.co.uk**	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number: [redacted]	
1.3	Details of the individual completing this application and to which we may correspond: Name: [redacted] Job title: [redacted] Correspondence Address: **Cool Services Ltd** **Unit 1a Vernon Drive** **Battlefield Enterprise Park** **Shrewsbury** Postcode: **SY1 3TF** Tel: **01743 453032** Email: [redacted]	
1.4	Type of Organisation (please tick 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) **An SME can be defined as an enterprise which employs fewer than 250 people* If No, Please confirm you are an enterprise which employs more than 250 people	**YES** YES/NO

2.	**Company History/Background**	
2.1	Date Company established: **November 2004. Partnership established May 1978**	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	**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? [redacted] years	
2.5	Total number of employees: [redacted]	
2.6	Total number of employees engaged solely in the category that you are applying for: [redacted]	

Section C:
Financial & Insurance Information

1.	Insurance Details	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	**YES**
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company **Electrical Contractors Insurance Co. Ltd** Date policy taken out **15 April 2012** Expiry date of the policy **14 April 2013** Policy number/reference [redacted] Conditions/Exceptions ……. …….	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	**YES**
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company **Electrical Contractors Insurance Co.Ltd** Date policy taken out **15 April 2012** Expiry date of the policy **15 April 2013** Policy number/reference [redacted] Conditions/Exceptions ……. …….	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed **Yes See**

		Appendix 1
2.	**Financial Details**	
*	*Why do we need to know this?* *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.* *How the Council evaluates this information will vary given the nature of the contract to be awarded.*	
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)** Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts	

Company			**Accounts Enclosed**
Year	**Turnover**	**Profit(Loss)**	
2009/10	**£** [redacted]	**£** [redacted]	**YES See Appendix 2**
2010/11	**£ 1** [redacted]	**£** [redacted]	**YES See Appendix 3**
2011/12	**£ 1** [redacted]	**£** [redacted]	***NO**

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

2.2	Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. **(Please insert figures – do not refer to attached accounts)**	

Year	**Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment**
2009/10	[redacted]
2010/11	[redacted]
***2011/12**	[redacted]

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

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?	**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

1.	Health & Safety at Work	
*	*Why do we need to know this?* *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.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed ☑	**YES See Appendix 4**
1.2	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 & CHAS Accreditation **This is Mandatory Requirement**	**YES See Appendix 5**
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: **Contractors Health and Safety Assessment Scheme.** Reference No: [redacted] Date accreditation expires or is to be renewed: **Renewed on 26 January 2012, Expires 26 January 2013.**	

	Please tick here if a copy of certificate attached ☑	
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?	**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**
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**
1.9	If YES to 1.8 please state what training has been given. [redacted]	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	 **YES** **YES** **YES**
1.11	Does your company have a recognised health & safety management system? Please give details below: [redacted]	**YES**

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. **Total** No. of accidents reported under RIDDOR last year: [redacted] No. of accidents reported under RIDDOR this year: [redacted]	
1.13	Does your company consult with employees on health and safety? If YES, please give details below. **We have meetings throughout the year with regard to Health & Safety issues, training assessments and product knowledge.** **Staff feedback is always encouraged, shared and acted upon when appropriate.**	**YES**
1.14	Will you be using any sub contractors as part of this contract?	**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? 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. [redacted]	

1.18	Do you provide Asbestos Training for your employees? [redacted].

commercial info

2.	Equal Opportunities	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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.* *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	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? UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998	Enclosed **YES See Appendix 6**
2.2	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. 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. How do you promote equality towards both service users and employees as part of your operations? [redacted]	

commercial info

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	**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?	**NO**
2.6	If YES to 2.5, please give details.	
2.7	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed ☑	YES YES YES **See Appendix 7**

2.8	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? Provide evidence of the above. [redacted] [redacted] **See Appendix 8**	

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. **See page one and page five of our "Staff Information Guide" issued to all employees.** **See Appendix 7**	
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. Confirmed	YES/NO

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	[redacted]	[redacted]	[redacted]	**Installation of Air Conditioning, Refrigeration and Heat Recovery Equipment.**	**01 Jan 2012 to Present**
2	[redacted]	[redacted]	[redacted]	**As above**	**As above**
3	[redacted]	[redacted]	[redacted]	**As above**	**As above**
4	[redacted]	[redacted]	[redacted]	**As above**	**As above**
5	[redacted]	[redacted]	[redacted]	**As above**	**As above**
6	[redacted]	[redacted]	[redacted]	**As above**	**As above**

7	[redacted]	[redacted]	[redacted]	**As above**	**As above**
8	[redacted]	[redacted]	[redacted]	**As above**	**As above**
9	[redacted]	[redacted]	[redacted]	**As above**	**As above**
10	[redacted]	[redacted]	[redacted]	**As above**	**As above**

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply. 	(Pass/Fail)
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Please tick here if details are attached ✓ 	50 max marks (Weight:5) **See Appendix 9**
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units. Please tick here to confirm that sample is attached ✓ **An air conditioning sample is provided, note that the same system of approach is adopted for refrigeration and heat recovery systems.**	50 max marks (Weight:5) **See Appendix 10**

2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units [redacted] Please tick here to confirm that a sample is attached ✓	50 max marks (Weight:5) **See Appendix 11**
2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units [redacted] Please tick here to confirm that a sample is attached ✓	50 max marks (Weight:5) **See Appendix 12**
2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process All **Yes** Some Yes/No If yes please enclose details: **Please refer to our Training Matrix.**	20 max marks (Weight:2) **See Appendix 9**
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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. **A Case Study regarding an air conditioning installation is enclosed. The principal procedure and documentation is the same for refrigeration and heat recovery systems.**	130 max marks (Weight:13) **See Appendix 13**

Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance			
1.1	Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas. Please state whether the award belongs to the company or an individual. The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme. (Pass/Fail)			
	Name of Awarding Organisation/Body	**Level of Accreditation**	**Date Achieved**	**Date of Expiry/ Renewal**
	[redacted]	**Certificate (Company)**	**April 2012**	**April 2013**
	[redacted]	**Certificate (Company)**	**22 June 2012**	**04 July 2014**
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed **YES See Appendix 14**

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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**				
	Name of Awarding Organisation/Body	**Registration Number**	**Name of Quality Assurance System**	**Date Achieved**	**Date of Expiry/ Renewal**
	Please provide copies of the certificates you have given above or other proof of the qualifications.				**Enclosed NO**

Section H:
Tender Schedule

<table>
<tr><th>1.</th><th>Pricing Schedule</th><th></th></tr>
<tr><td>1.1</td><td>Please confirm which of the following value bands of work you wish to be considered for:

£0 - £9,999 per contract ✓

£10,000 - £29,999 per contract ✓

£30,000 - £139,999 per contract ✓</td><td></td></tr>
<tr><td>1.2</td><td>Please indicate minimum value of work you wish to tender for

[redacted].</td><td></td></tr>
<tr><td>1.3</td><td>Day work rates per hour (inclusive of mileage)

<table>
<tr><th>£/hour</th><th>Trade</th></tr>
<tr><td rowspan="3">[redacted]</td><td>Manager</td></tr>
<tr><td>Supervisor</td></tr>
<tr><td>Operative</td></tr>
</table>
Overtime Rates per hour:

<table>
<tr><th>£/hour</th><th>Trade</th></tr>
<tr><td rowspan="3">[redacted]</td><td>Manager</td></tr>
<tr><td>Supervisor</td></tr>
<tr><td>Operative</td></tr>
</table>
Materials: [redacted] mark up

Sub-Contractors……..% mark up – [redacted].</td><td></td></tr>
<tr><td>1.4</td><td>Please indicate the period of time for which the above rates will be fixed

[redacted].</td><td></td></tr>
</table>

Shropshire Council

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION
(please insert)

J. C. WATSON REFRIGERATION LTD

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

personal info

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] Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to 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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
Total max marks for price (60%)		**600**	
Quality 40% (400 marks)			
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
Total max marks for quality (40%)		**400**	

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

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

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

The 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.

personal info

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Framework Arrangement for Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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 18/7/2012.....

Designation [redacted]

Company J. C. Watson Refrigeration Ltd.....

Address Unit 30, Thurrock Commercial Centre, Juliette Way, South Ockendon, Essex ....

.....

..... Post CodeRM15 4YG.....

Tel No 01708 864962..... Fax No 01708 860605.....

E-mail address info@jcwatson.co.uk.....

Web address www.jcwatson.co.uk .....

[redacted]

personal info

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 J. C. Watson Refrigeration Ltd)

Date 18/7/2012.....

personal info

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) ....[redacted] Status[redacted].....

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

(For and on behalf of J. C. Watson Refrigeration Ltd)

Date 18/7/2012.....

personal info

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?

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 J. C. Watson Refrigeration Ltd)

Date 18/7/2012.....

personal info

Section B:
Applicant Organisation Details

1.	Applicant Details
1.1	Name of contracting Company/Organisation: J. C. Watson Refrigeration Ltd. Address: Unit 30, Thurrock Commercial Centre, Juliette Way, South Ockendon, Essex Postcode: RM15 4YG Tel: 01708 864962 Email: 01708 860605
1.2	Registered name (if different from above): As above Registered Office Address: Postcode: Company registration number:
1.3	Details of the individual completing this application and to which we may correspond: Name: [redacted] Job title: [redacted] Correspondence Address: Unit 30, Thurrock Commercial Centre, Juliette Way, South Ockendon, Essex Postcode: RM15 4YG Tel: 01708 864962 Email: [redacted]
1.4	Type of Organisation (please tick 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) **An SME can be defined as an enterprise which employs fewer than 250 people*	YES
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	**Company History/Background**	
2.1	Date Company established: J. C. Watson Refrigeration was established in 1976	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	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? [redacted]	
2.5	Total number of employees: [redacted]	
2.6	Total number of employees engaged solely in the category that you are applying for [redacted]	

Section C:

Financial & Insurance Information

1.	Insurance Details	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Allianz Insurance & Chartis..... Date policy taken out 11/11/2011..... Expiry date of the policy 10/11/2012..... Policy number/reference [redacted]..... Conditions/Exceptions	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Allianz Insurance ..... Date policy taken out 11/11/2011..... Expiry date of the policy 10/11/2012..... Policy number/reference [redacted]..... Conditions/Exceptions	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES See Contents - Section 2 -

		SECTION C – Question 1.3 – Certificate of Insurance
2.	**Financial Details**	
*	*Why do we need to know this?* *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.* *How the Council evaluates this information will vary given the nature of the contract to be awarded.*	
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)** Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts See Contents – Section 3 – SECTION C – Question 2.1 – Audited Accounts	

Company			**Accounts Enclosed**
Year	**Turnover**	**Profit(Loss)**	
2009/10 [redacted]	[redacted]	[redacted]	YES
2010/11	.....	.....	YES
2011/12 [redacted]	....	....	YES/NO

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

2.2	Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. **(Please insert figures – do not refer to attached accounts)**	

Year	**Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment**

	2009/10	[redacted]	.....
	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

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

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. [redacted]
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. [redacted]

Section E:
Health & Safety and Equal Opportunities

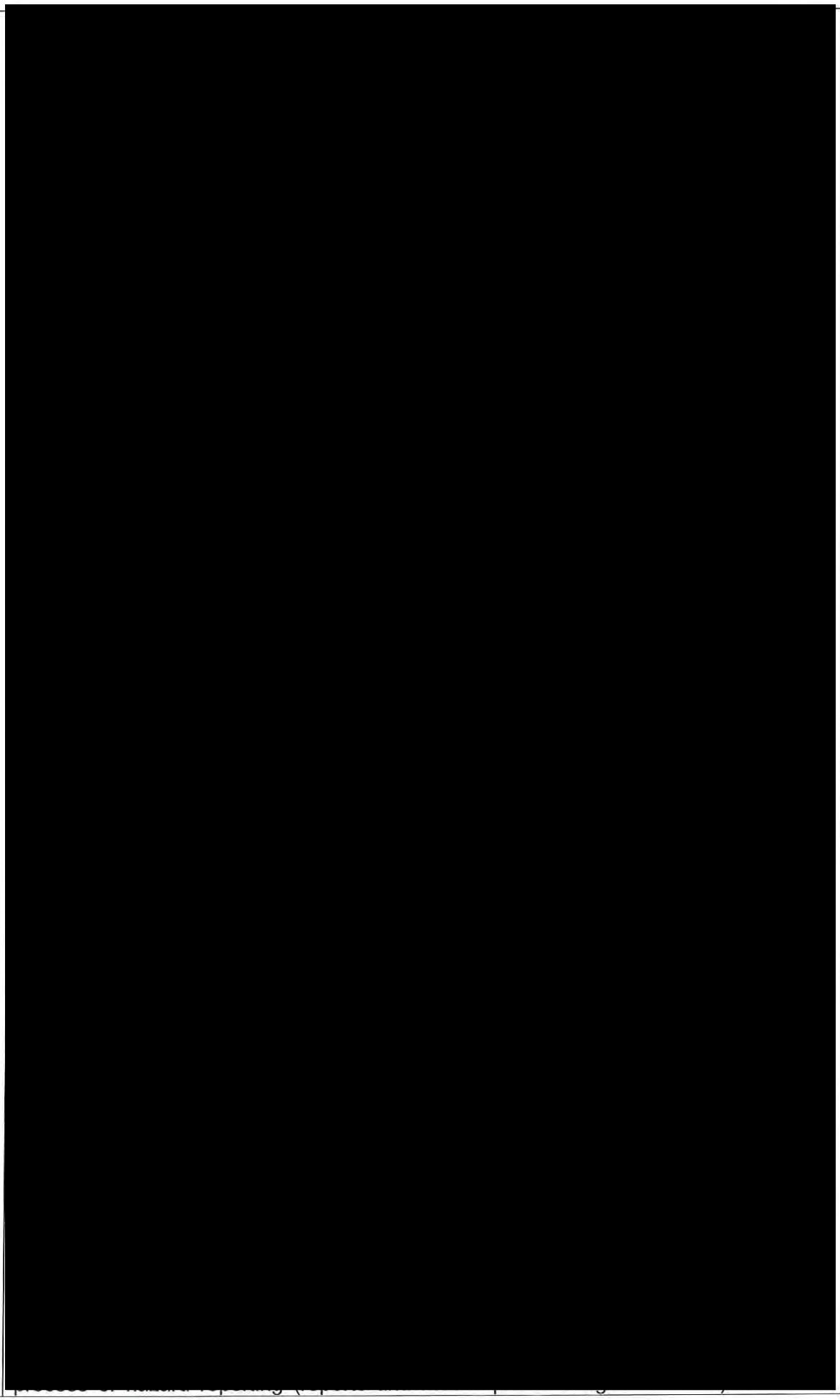
1.	Health & Safety at Work	
*	*Why do we need to know this?* *We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed [√] See Content – Section 4 - SECTION E – Question 1.1 Health & Safety Policy	YES
1.2	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 & CHAS Accreditation **This is Mandatory Requirement**	YES J. C. Watson Refrigeration is CHAS Accredited
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: CHAS	

	Reference No: [redacted] Date accreditation expires or is to be renewed: 24th January 2013 See Content – Section – SECTION E - Question 1.3 – CHAS Certificate Please tick here if a copy of certificate attached √ See Content – Section 5 – SECTION E – Question 1.3 – CHAS Certificate	
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?	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). Not Applicable	
1.6	Do you routinely carry out Risk Assessments?	YES
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
1.9	If YES to 1.8 please state what training has been given.	

commercial info

[redacted]

commercial info



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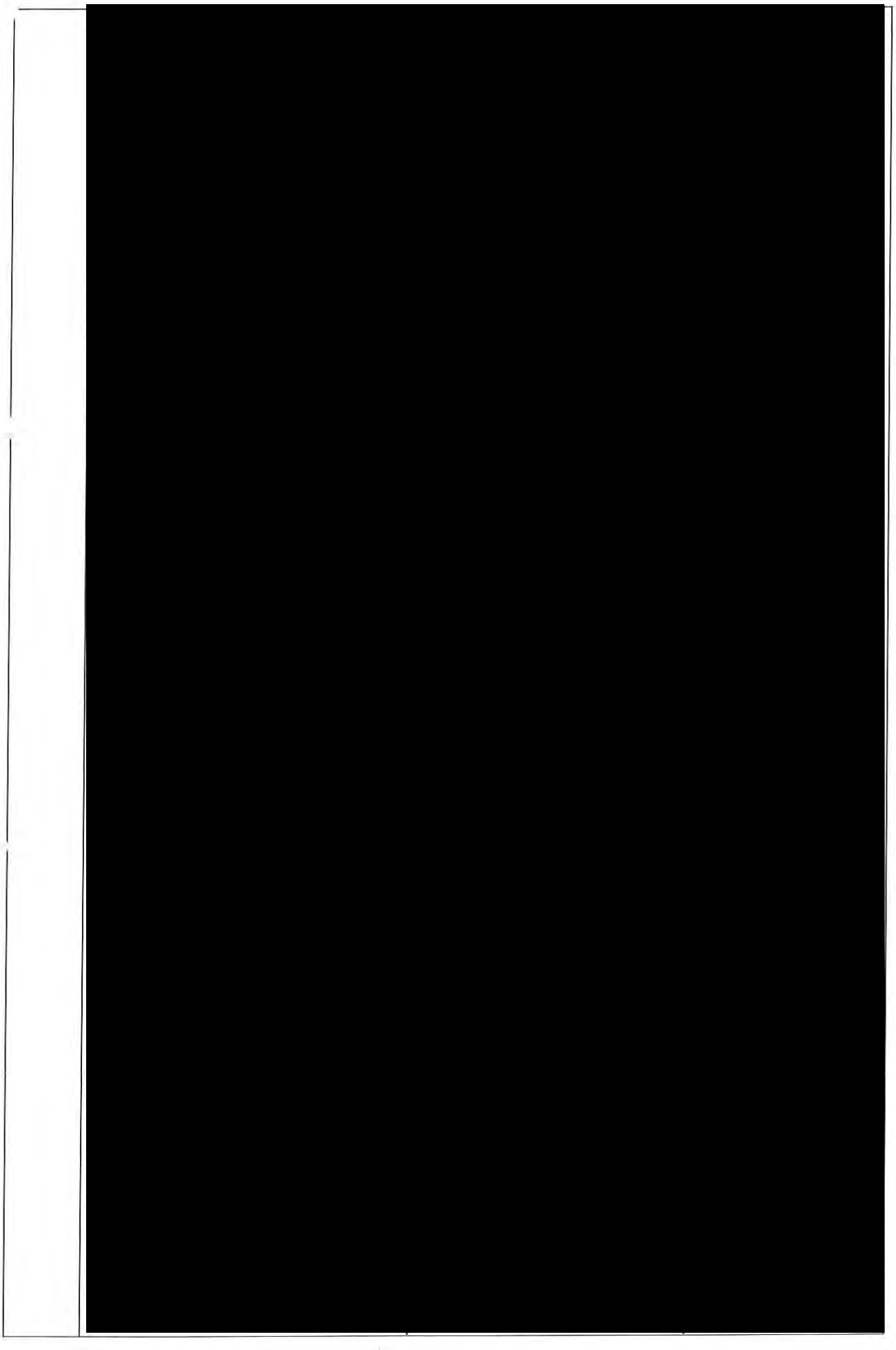
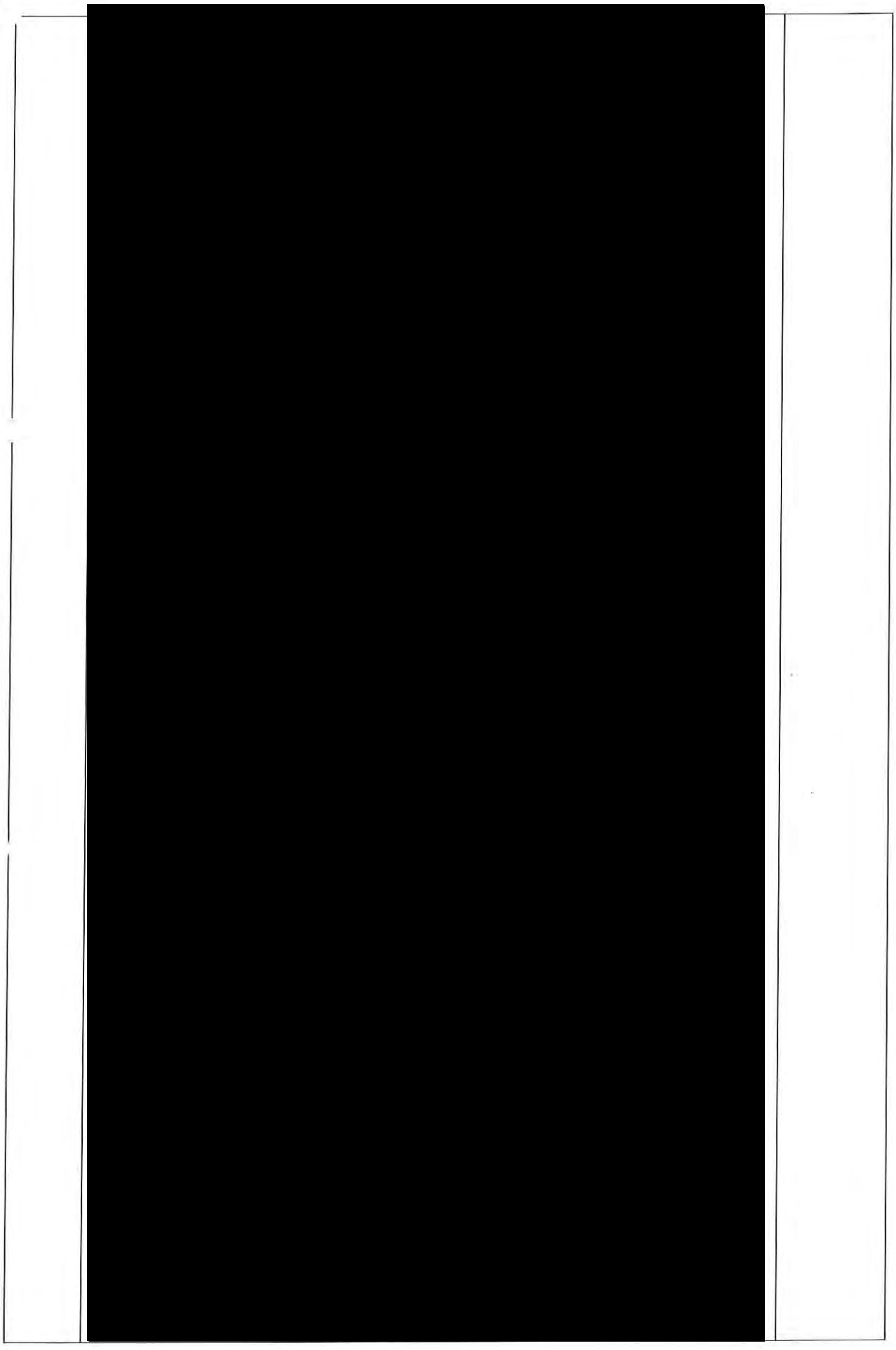


	has proven to be a constantly, evolving process of improvement.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	 YES YES YES
1.11	Does your company have a recognised health & safety management system? Please give details below: [redacted]	NO

commercial info



[redacted]

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.

	Total
No. of accidents reported under RIDDOR last year	0
No. of accidents reported under RIDDOR this year	0

We are proud to confirm never having had any reportable incidents, or breaches of H&S legislation in the company's history

commercial info

1.13	Does your company consult with employees on health and safety? If YES, please give details below. [redacted]	YES

commercial info

1.14	Will you be using any sub contractors as part of this contract?	NO
1.15	If YES to 1.14 please give details of who your sub contractors are. Not Applicable	
1.16	If YES to 1.14 how do you ensure they are competent? Not Applicable	
1.17	Where do you get your competent health and safety advice?	

	[redacted]
1.18	Do you provide Asbestos Training for your employees? [redacted] Please See Content – Section 6 - SECTION E - Question 1.18 - Asbestos Policy

2.	**Equal Opportunities**	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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. *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	Is it your policy as an employer to comply with your statutory obligation under U and discrimination legislation (or equivalent legislation and regulations in the co you employ staff) and, accordingly, your practice not to treat one group of peopl in relation to race or ethnic origin, disability, sex, sexual orientation, religion or b UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998	Enclosed YES See Content – Section – 7 - SECTION E– Question 2.1 – Equal Opportunities Policy Pages 1 and 2
2.2	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. 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. How do you promote equality towards both service users and employees as part of your operations? See Contents - Section 8 - SECTION E - Question 2.2 – Equal Opportunities Policy Pages 1 and 2	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	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?	NO
2.6	If YES to 2.5, please give details.	
2.7	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed √	YES YES YES See Content – Section 9– SECTION E – Question 2.7- Equal Opportunities Policy Pages 1 & 2

2.8	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? Provide evidence of the above. See Content – Section10 – SECTION E – Question 2.8 Equal Opportunities Policy Pages 1 & 2

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. See Content – Section 11 – SECTION E – Question 2.9 Grievance Process	
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. Confirmed	Not Applicable YES/NO

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	[redacted]	[redacted]	[redacted]	To supply, deliver and install two x air conditioning into Southern Road School. **Plus** Including PPM Maintenance for The Servicing & Emergency repairs of a/c plant and ventilation fans contract covering over 150 sites and over 100 schools and also includes Town Halls, Service Centres, Public Mortuaries, Culture & Community Premises, Housing Premises, Social Service Premises, Libraries and Chief Executives Offices, Early Years Premises and Newham Homes. The scope and variety of plant maintained and serviced by J. C. Watson Refrigeration ranges from small individual extractor fans right up to 1 Megawatt (MW) Chillers on various sites.	27/10/11 – 28/10/11 Current & ongoing. The contract was awarded 1st April 2005. This was a three year contract with 1 year extension, which was renewed again for a further two years. We have held this contract for five successive years.

commercial info

2	[redacted]	[redacted]	[redacted]	Installation of Hiross Chiller. The project requirements were to decommission and remove the existing Carrier Chiller serving CT Scanner, inclusive of licensed transfer of controlled waste and certificated disposal of the same. To replace with proposed Chiller. Decommissioned existing Carrier Chiller, reclaim and controlled waste, destroy and recycle as required. Provided certification of the same. Craned existing Carrier Chiller from roof to flat bed lorry and transported to recycling centre for safe disposal and recycling. Altered steel works as required. Supplied, delivered and craned into position new Hiross Chiller. Modified existing pipework and connect water cooled chiller. Existing pipework cleaned using power flush and then filled with treatment chemical prior to re-instatement. Pre- commission clean and dosing of chilled water system. Chilled water supply was connected to plate heat exchanger and insulated. Unit was commissioned, run tested and left in full working order.	12/8/2009

commercial info

commercial info

			[redacted]	This contract was on time and in budget. Customer was very satisfied with installation. **Plus** The Service & Maintenance of Refrigeration & Air Conditioning Plant	Current & Ongoing. The contract was awarded 1st August 2002. This was an annual contract and has been renewed with us once again in 2010. We are pleased to advise that we have held this contract for 10 successive years. Due to the success of the contract we now have the London site of Royal Veterinary College as a maintenance customer.
3	[redacted]	[redacted]	[redacted]	To supply, deliver and install four ducted air conditioning systems and two fresh air heat exchangers into Maternity	From 28/11/11 – 14/12/11

		[redacted]		POD. Contract details Re: Installation of Air Conditioning and Fresh Air Heat Exchangers to Maternity POD. Project requirements To supply deliver and install four ducted air conditioning systems and two fresh air heat exchangers into Maternity POD. Installation Our engineers off loaded, positioned and installed indoor and outdoor units located as requested but exact and final locations were agreed on site. We supplied and installed new interconnecting refrigeration and electrical services associated with the installation of the above equipment. The copper pipe met with BS 1972 part 1 requirements and the Insulation used was Class "O" fire rated, which is a non~melting drip proof product. The pipe work was mounted on cable tray externally but internally hidden in white plastic trunking. Once installed the refrigerant pipe work was pressure and leak tested.	

commercial info

				Condense water produced by the fan coil units is removed via a gravity drain-line and is discharged at low level to a suitable drain point as per existing. J. C. Watson Refrigeration engineers commissioned and set to work. A manufacturer's standard operation and maintenance manual was issued at the time of commissioning. Health and Safety. J. C. Watson Refrigeration is an accredited member of CHAS – programme recognising very high standards of Health & Safety practice among UK contractors, and a pre-requisite standard for many Government and local Authority bodies. All site works are carried out in full accordance with our Risk Assessments & Task Procedures Policy Document. These works are carried out by our own fully-qualified refrigeration engineers and where required, specialist lifting operatives. Their training is specific to this type of work and special attention is always given to fault diagnosis to prevent recurrence. All refrigerants removed from	

commercial info

				systems are decanted using industry-approved recovery systems, into compliant recovery/receiver cylinders. All waste materials removed from site are recycled or destroyed in strict accordance with current legislation (Environmental Protection Act etc.), and we can issue you with a Waste Transfer note confirming safe collection and removal. All removed equipment is sent for recycling via our registered waste transfer site and is in compliance with our zero landfill policy on waste air conditioning and refrigeration plant. Our Customer Satisfaction call carried out once commissioning and handover had been carried out confirmed that our Client was completely happy with all works carried out by our engineers with no problems being incurred.	
4	[redacted]	[redacted]	[redacted]	To decommission existing R22 Airedale Equipment and the intstallation of Stulz Close Control units into Server Room. The project was to replace the chiller units in the IT Server Room at Bodicote House. The existing units were reliant on	From 9/3/11 – to 22/4/11

commercial info

				R22 refrigerant which was completely banned from supply on 1st January 2010. Cherwell District Council decided to replace the three R22 systems with two Stulz systems each charged with environmentally friendly R407c refrigerant. The replacement systems not only offer a 0% O.P.D (Ozone Depleting Potential) it also is a more efficient refrigerant in terms of energy consumption and equipment performance. The complete programme of works took 9 days including the safe reclamation and disposal of refrigerant gas and the removal of the old systems to an Environmental Management Company for recycling that we are proud to confirm has a 0% landfill policy. Our Client was extremely pleased with all works carried out by our engineers.	
			[redacted]	**Plus** Servicing and Maintenance Plant The scope of works includes the provision and management of a planned preventative maintenance programme to all	1/11/2010 - ongoing

commercial info

				plant and equipment at 4 sites to include Banbury Museum. The provision of a PPM service to reduce the risk of reactive repairs. to ensure that competent and suitably qualified persons are available to meet all the requirements of the contract. To provide a service fully compliant with all Health and Safety requirements. This contract was awarded 1/11/2010 for a three year period with an option for 2 yr extension. The customer is extremely happy with the service received at all four sites. Throughout the term of the contract we will be advising on improvements that can be made to help reduce the CO2 emissions from the associated plant and equipment. All new equipment that we install is selected with a view of reducing the CO2 emissions, compliant with relevant legislation and BS/BS EN guidance for Cherwell District Council. Regular client reporting meetings (initially monthly) have been set up with the council's representative and reports produced.	

5	[redacted]	[redacted]	[redacted]	Programmed Chiller & A/C Condensing works to facilitate MRI roof repair works at Charing Cross Hospital. The project was to mount 9 x existing air conditioning systems serving the MRI Department along with connecting pipework at a raised level upon purpose built platforms to enable roof replacement works. To remove in phased sequence 3 x chillers to enable roof replacement works along with the works of raising connecting chilled water pipework to a fixed schedule and was programmed over the course of three weekends. All works were brought in on time and within budget to the complete satisfaction of our Client. **Plus** The PPM contract is for the Commercial Refrigeration and Air Conditioning Equipment on all the Trusts sites which include Charing Cross Hospital, Hammersmith Hospital, Queen	From 1/4/2009 – ongoing & current

commercial info

				Charlottes Hospital & St. Mary's Hospital. The scope of works includes service and maintenance to refrigeration and cooling equipment including emergency repairs to all plant. Of particular note is the fact that we hold the PPM contact for the Imperial Health Trust which is the largest NHS Trust of its kind in Europe, with just one of their sites alone holding over 1000 split type air-conditioning systems which we service and maintain. The types of equipment worked on at these sites are:- Unitary Cooling Units, Air Cooled Packaged Coolers, Coldrooms and Mortuary Body Stores, DX Coils/Condenser Units, Air Handling Units DX Coil and Chilled Water Coils, Upright Refrigeration Units and Cold Display Units, Central Refrigeration Plant, Heat Pumps, A/C Split Units, Domestic/Commercial Refrigeration Plant Cooling Cabinets. One site alone has over one thousand systems which we service and maintain.	

6	[redacted]	[redacted]	[redacted]	Installation of Air Conditioning System into WRVS Office. The project was for the replacement comfort cooling air conditioning to the WRVS Office. We prepared detail design data for the space and the cooling duties. The equipment was individually selected for the use to cope with the particular demands of the space. Detailed design calculations are carefully prepared from accurate measurements taken on site and thorough understanding of the factors which can detrimentally effect the operation of the equipment. The system was installed to the complete satisfaction of our Client. Our Clients response to our Customer Satisfaction call which follows all installations, confirmed that the installation and engineers works were "excellent"	
7	[redacted]	[redacted]	[redacted]	The Replacement Project of Chiller serving London Business School.	30/8/2011

commercial info

		[redacted]		Over the past 36 years we have installed many chillers and within the past 6 months we have installed chillers of 930Kw, 720Kw, 450Kw and 420Kw capacity each, with all of these chillers being craned into position. A Chiller Replacement Project for the London Business School in London (which is one of the top three Business Schools in the world). The project included the removal of a section of roof to allow for a 420Kw Carrier Chiller to be craned into position. The time constraints of a 15 week deadline were met and the project was completed on budget. Following a site survey, a full programme of works was agreed with our client prior to the commencement of all works. The roof was removed to allow for the redundant unit to be crane lifted from the plant room following safe reclamation of refrigerant gas and safe	

commercial info

				disposal and removed from site on a flat bed lorry and with 100% disposal to a local recycling depot. The new Chiller was craned into the plant room and the roof replaced. Using correct manual handling procedures, engineers lifted and carried pipe sections into position and set up welding screens. Engineers welded together pipe sections to weld procedure. Engineers replaced existing pipework. leak and pressure tested the system. All commissioning work was completed with the unit run tested and left in full working order. The customer was completely happy with the whole project which was brought in on time and within budget. **Plus**	
			[redacted]	PPM Maintenance for Air Conditioning & Chillers serving London Business School. The contract is for the service and maintenance of over two hundred systems.	2007 – current and ongoing

commercial info

				We were originally awarded the contract in September 2007. Due to the success of the contract it was once again renewed on 1/4/2012 and is ongoing.	
8	[redacted]	[redacted]	[redacted]	Installation of Daikin Air Conditioning System to Spares Office in the HWM Aston Martin Dealership showroom. Our Client is the world's longest serving Aston Martin Dealer who has awarded J. C. Watson Refrigeration the maintenance contract along with installations at this prestigious site. **Plus** To carry out PPM Maintenance to Air Conditioning systems throughout the Dealership. The contract was originally awarded in April 2011 and due to its success the contract was	Installation in progress 1/4/2011 – renewed again and current & ongoing

commercial info

				renewed again this year.	
9	[redacted]	[redacted]	[redacted]	To supply, deliver & install Air Conditioning to the Schedulers Office in the Telephone Room. We were able to provide an aesthetically and symmetrically balanced solution, whilst offering optimum air flow to the room which was struggling with the heat load within the room. On completion of all works we rang our Client for customer satisfaction feedback. He advised that the works went very well and were carried out, out of hours. He was very happy with J. C. Watson Refrigeration's work. **Plus** PPM Maintenance to Maidstone Hospital and Preston Hall Hospital. The contract is for the service and maintenance of air conditioning, chillers and refrigeration for both sites.	1/5/2009 ongoing & current Awarded 1/5/2009 and awarded for another year 1/5/12. Current and ongoing

commercial info

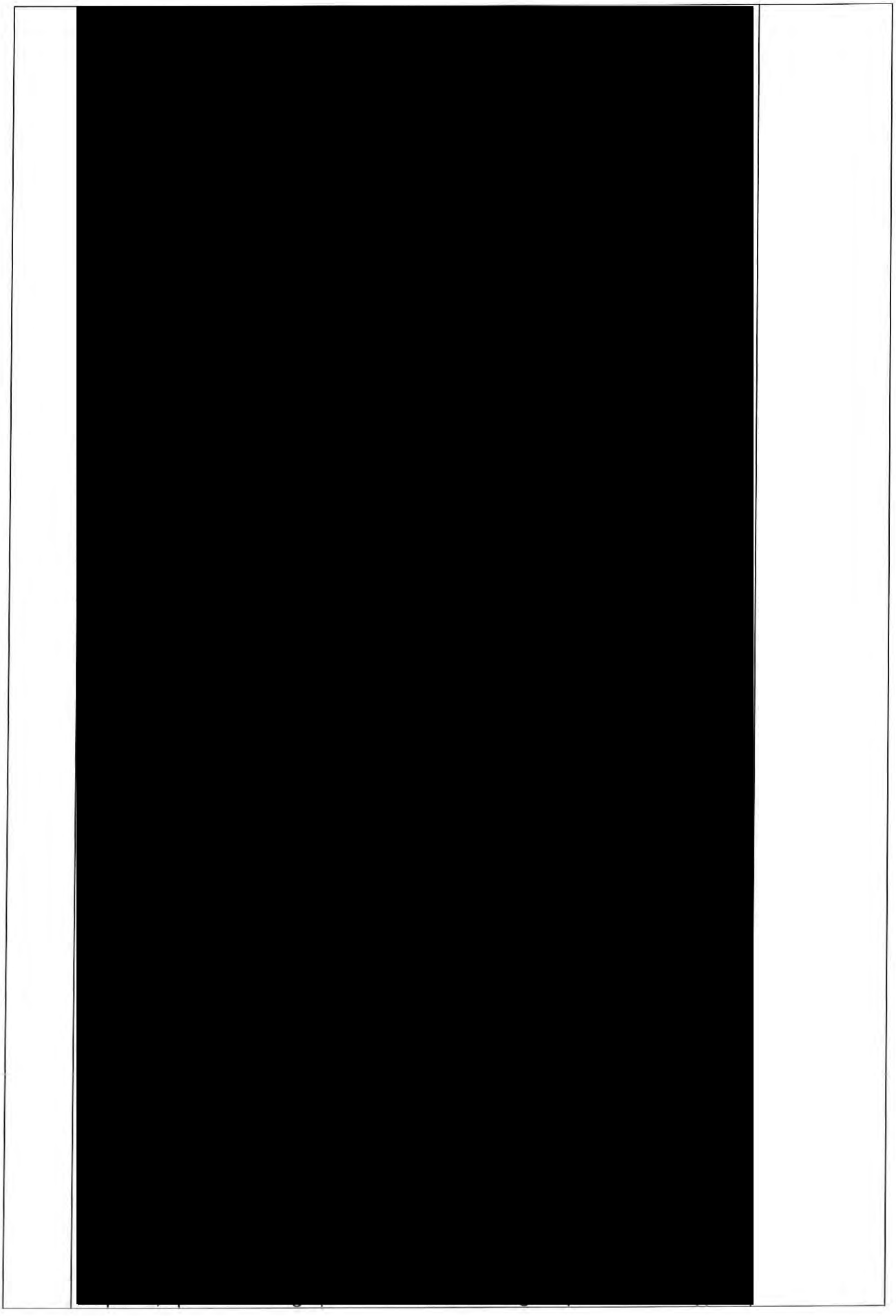
10	[redacted]	[redacted]	[redacted]	To supply deliver and install new Mortuary 5 Door Coldstore Chiller coldstore built and new refrigeration system installed. Custom built control panel installed. System commissioned and calibrated into full working order. All pipework and cabling was concealed where visible internally. Work was completed in normal working hours without hindrance or delay. This was completed on time and within budget with customer completely satisfied with installation. **PLUS** The Service & Maintenance of Refrigeration & Air Conditioning Plant to cover 13 separate contracts for various locations at Mayday University Hospital. The scope of work includes carrying out service and maintenance of air conditioning and refrigeration in critical areas such as medical units in the following locations;- Theatres, MRI, Renal Dialysis, Day Surgery, CT Scanner. Other locations include Ophthalmology, Pharmacy,	30/4/2004 - ongoing

commercial info

				Mortuaries, Ante-Natal and equally urgent non medical locations such as Hub Rooms.	

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply. [redacted]	(Pass/Fail)

commercial info



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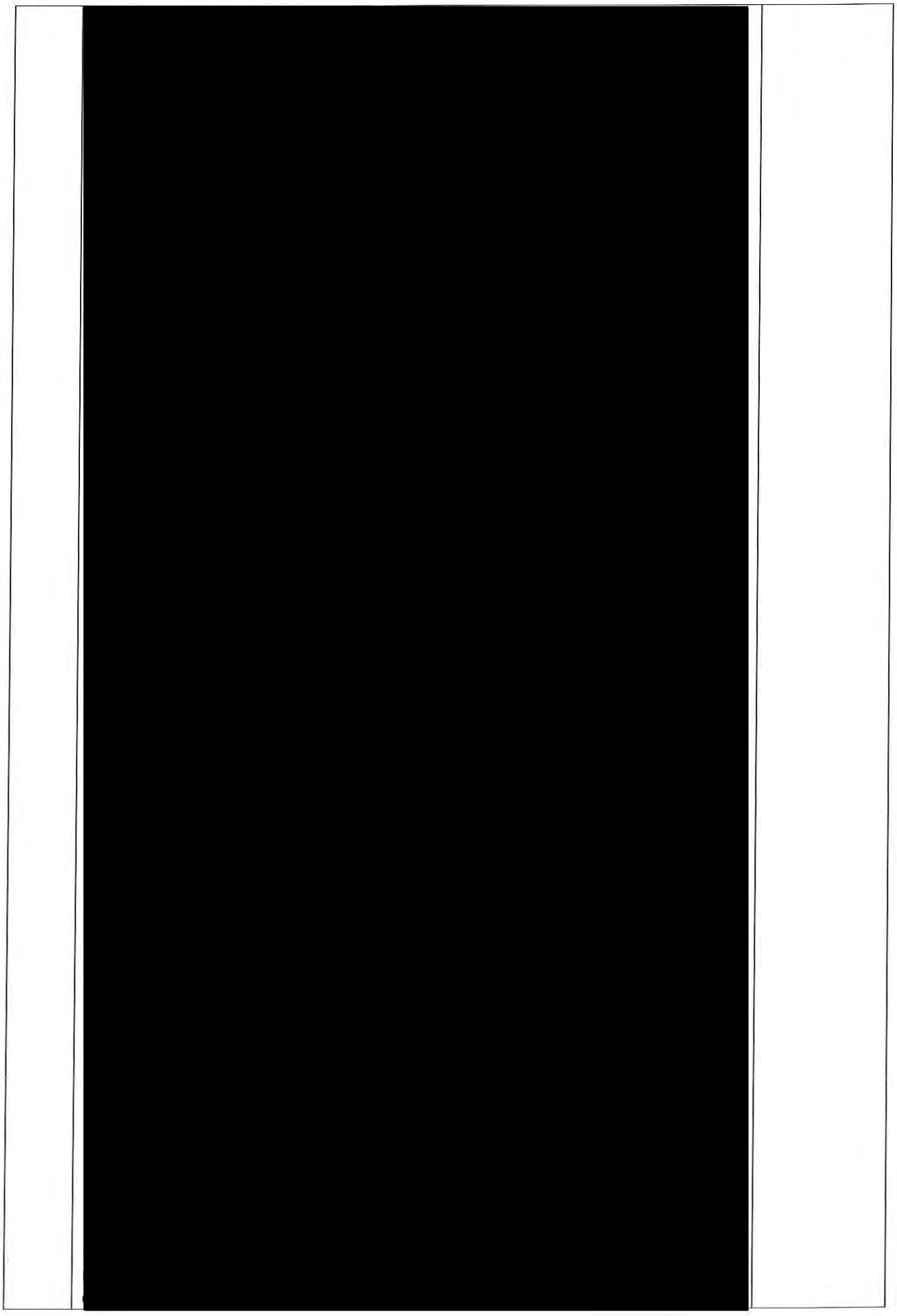

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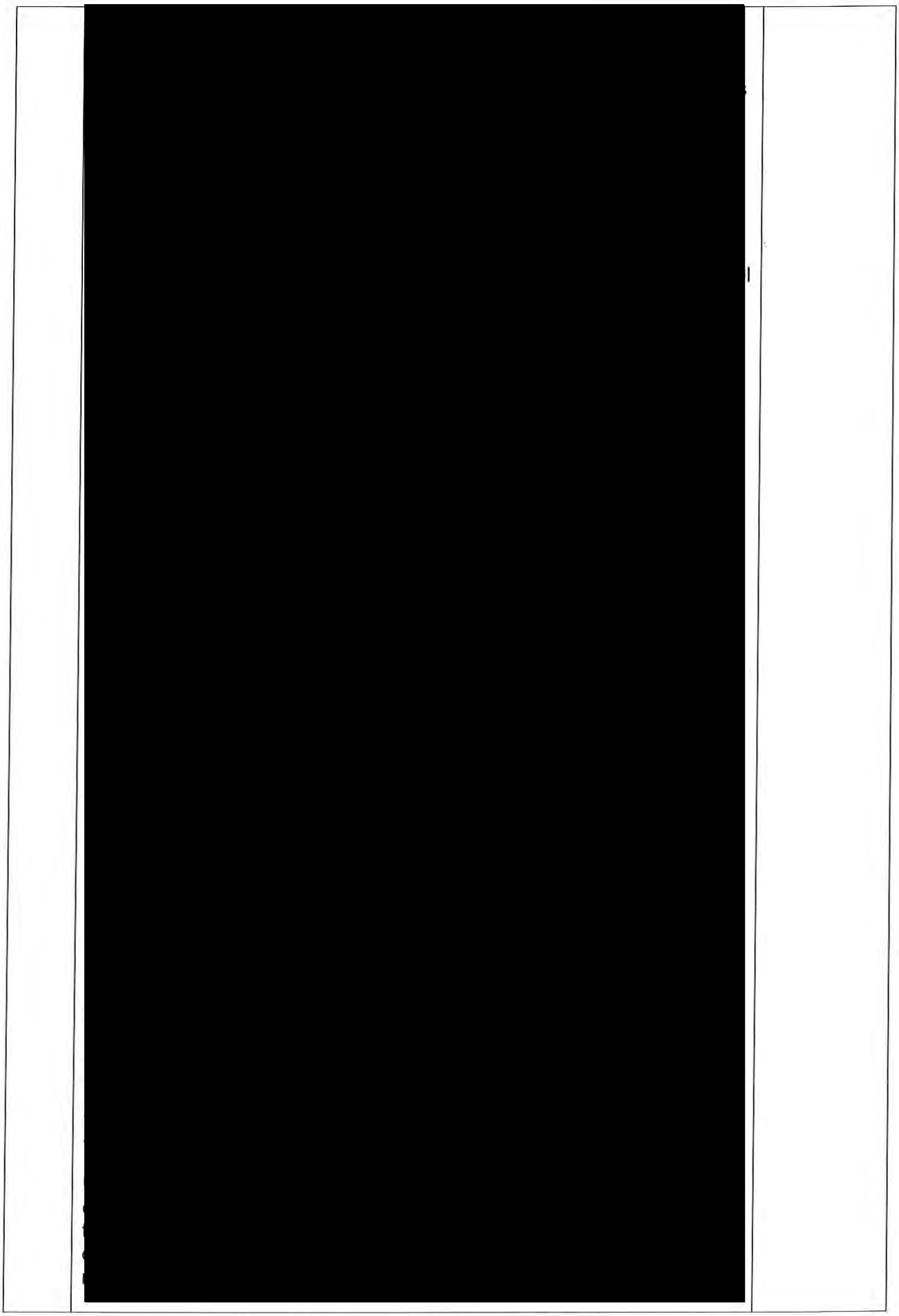


	[redacted]	
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Please tick here if details are attached [√] See Content – Section 12 – SECTION F – Question 2.2 – Engineers Training History	50 max marks (Weight:5)

2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that sample is attached [√] See Content – Section 13 – SECTION F – Question 2.3 – Lone Workers Risk Assessment	50 max marks (Weight:5)
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached [√] See Content – Section14 – SECTION F – Question 2.4 – Project Sample	50 max marks (Weight:5)
2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached [√] See Content – Section 15 – SECTION F – Question 2.5 – Programme of Works	50 max marks (Weight:5)

2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process All Yes Some Yes/No If yes please enclose details [redacted]	20 max marks (Weight:2)
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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. **See Content - Section 16 – SECTION F – Question 2.7 – Previous Completed Projects**	130 max marks (Weight:13)

Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance
1.1	Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas. Please state whether the award belongs to the company or an individual. The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme. (Pass/Fail)

Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
[redacted]		[redacted]	

	[redacted]		[redacted]	
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES See Content – Section 17 - SECTION G – Question 1.1 - Certificates

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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**				
	Name of Awarding Organisation/Body	**Registration Number**	**Name of Quality Assurance System**	**Date Achieved**	**Date of Expiry/ Renewal**
	[redacted]				

	[redacted]				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES See Content – Section – 18- SECTION G – Question 2.2 - Certificates

Section H:
Tender Schedule

1.	Pricing Schedule	
1.1	Please confirm which of the following value bands of work you wish to be considered for: £0 - £9,999 per contract [√] £10,000 - £29,999 per contract [√] £30,000 - £139,999 per contract [√]	

1.2	Please indicate minimum value of work you wish to tender for [redacted]	
1.3	Day work rates per hour (inclusive of mileage)	

£/hour	Trade
[redacted]	Manager [redacted]
	Supervisor
[redacted]	Operative [redacted]

Overtime Rates per hour:

£/hour	Trade
[redacted]	Manager [redacted]
	Supervisor
[redacted]	Operative [redacted]

Materials: [redacted]..... % mark up

Sub-Contractors [redacted].....% mark up

1.4	Please indicate the period of time for which the above rates will be fixed [redacted]	

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION **(please insert)**	**Johnson Controls Ltd**

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

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], Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to 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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
Total max marks for price (60%)		**600**	
Quality 40% (400 marks)			
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
Total max marks for quality (40%)		**400**	

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

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

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

The 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.

personal info

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Framework Arrangement for Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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 19/4/2012.....

Designation [redacted] .....

Company Johnson Controls Limited.....

Address

Unit 8 Villiers Court, Off Birmingham Road, Meriden, Coventry.

.....

..... Post Code CV5 9RG

Tel No 01676 526300 Fax No 01676 526349

E-mail address [redacted]
Web address www.johnsoncontrols.com

personal info

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 Johnson Controls Limited.)

Date 19/10/22

personal info

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) [redacted] Status [redacted]

Signed (2) [redacted] Status [redacted]

(For and on behalf of Johnson Controls Limited.)

Date 19/7/2012

personal info

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 Johnson Controls Limited)

Date ..... 19/7/12 .....

Section B:
Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Johnson Controls Ltd, Unit 8 Villiers Court, Off Birmingham Road, Meriden, Coventry. Postcode: CV5 9RG Tel: [redacted] Email: [redacted]	
1.2	Registered name (if different from above): Registered Office Address: Johnson Controls Ltd, 2 The Briars, Waterberry Drive, Waterlooville, Hants, Postcode: PO77YH Company registration number: [redacted]	
1.3	Details of the individual completing this application and to which we may correspond: Name: [redacted] Job title: [redacted] Correspondence Address: Johnson Controls Ltd, Unit 8 Villiers Court, Off Birmingham Road, Meriden, Coventry. Postcode: CV5 9RG Tel: [redacted] Email: [redacted]	
1.4	Type of Organisation (please tick 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) **An SME can be defined as an enterprise which employs fewer than 250 people* If No, Please confirm you are an enterprise which employs more than 250 people	~~YES~~/NO YES/~~NO~~

2.	**Company History/Background**	
2.1	Date Company established: 1885	
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? [redacted]……. years	
2.5	Total number of employees: [redacted]	
2.6	Total number of employees engaged solely in the category that you are applying for [redacted]	

Section C:
Financial & Insurance Information

1.	Insurance Details	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	YES/~~NO~~
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company AON …… Date policy taken out 30 September 2011 Expiry date of the policy 30 September 2012 Policy number/reference [redacted] [redacted] Expiry Date: 30 September 2012 Conditions/Exceptions [redacted] …… ……	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	YES/~~NO~~
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company AON…… Date policy taken out 30 September 2011 Expiry date of the policy 30 September 2012 Policy number/reference [redacted] Conditions/Exceptions [redacted]	

	……	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/~~NO~~
2.	**Financial Details**	
*	*Why do we need to know this?* *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.* *How the Council evaluates this information will vary given the nature of the contract to be awarded.*	
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)** Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts	

Company			**Accounts Enclosed**
Year	**Turnover**	**Profit(Loss)**	
2009/10	[redacted]	[redacted]	YES/~~NO~~
2010/11	[redacted]	[redacted]	YES/~~NO~~
2011/12	[redacted]	[redacted]	YES/~~NO~~

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

2.2 Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years.

[redacted]

(Please insert figures – do not refer to attached accounts)

Year	**Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment**
2009/10	[redacted]
2010/11	[redacted]
2011/12	[redacted]

(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?	~~YES~~/NO
1.2	If YES to 1.1 please provide further details.	

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. [redacted]
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

1.	Health & Safety at Work	
*	*Why do we need to know this?* *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.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed ☑ [redacted]	YES/~~NO~~
1.2	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 & CHAS Accreditation **This is Mandatory Requirement**	YES/~~NO~~
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. [redacted]	

	[redacted] Please tick here if a copy of certificate attached ☑ [redacted]	
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]	
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: [redacted]	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.	

	Total
No. of accidents reported under RIDDOR last year	[redacted]

		No. of accidents reported under RIDDOR this year	[redacted]
1.13	Does your company consult with employees on health and safety? If YES, please give details below. [redacted]		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. General HVAC maintenance works services are handled within Johnson Controls except for specialist items such as water treatment. On the replacement HVAC projects the Main contractors typically considered would be as follows; [redacted]		
1.16	If YES to 1.14 how do you ensure they are competent?		

	[redacted]
1.17	Where do you get your competent health and safety advice? [redacted]
1.18	Do you provide Asbestos Training for your employees? [redacted]

commercial info

2.	Equal Opportunities	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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.* *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	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? UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998 UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998 [redacted]	Enclosed YES~~/NO~~
2.2	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. 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.	

	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	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed ☑ [redacted]	YES/~~NO~~ YES/~~NO~~ YES/~~NO~~

2.8	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? Provide evidence of the above. [redacted]
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.

	Johnson controls is dedicated to a fair and equal environment and all members of staff are treated equally. Johnson controls has dedicated polices that cover Grievance and harassment in the workplace. Please find copy of information attached. 	
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. Confirmed	YES/NO

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	[redacted]	[redacted]	[redacted]	Supply chiller, close control equipment & sequence controls installation to new data centre.	July 2011 to June 2012
2	[redacted]	[redacted]	[redacted]	Relocation & installation of chiller equipment.	July 2012
3	[redacted]	[redacted]	[redacted]	Fully Comprehensive maintenance on 1 x York Absorption chiller & 1 x York Reciprocating chiller and 7 x dry air coolers.	April 2001 to July 2012
4	[redacted]	[redacted]	[redacted]	Supply & installation 3-off chillers, dry air free cooler, pumps, controls & close control indoor equipment to existing data centre.	June 2011 to April 2012
5	[redacted]	[redacted]	[redacted]	Supply & installation 1-off chiller to existing building.	March 2012
6	[redacted]	[redacted]	[redacted]	Supply & installation 3-off chillers, AHU inverters, VAV boxes and, controls for office.	Feb 2012 to Sept 2012.

7					
8					
9					
10					

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply. 	(Pass/Fail)
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history.	50 max marks (Weight:5)

	Please tick here if details are attached ☐ [redacted]	
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that sample is attached ☑ [redacted]	50 max marks (Weight:5)
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached ☑ [redacted]	50 max marks (Weight:5)
2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached ☑ [redacted]	50 max marks (Weight:5)

2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process All ~~Yes~~/No Some Yes/~~No~~ If yes please enclose details [redacted]	20 max marks (Weight:2)
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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. [redacted]	130 max marks (Weight:13)

Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance			
1.1	Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas. Please state whether the award belongs to the company or an individual. The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme. (Pass/Fail)			
	Name of Awarding Organisation/Body	**Level of Accreditation**	**Date Achieved**	**Date of Expiry/ Renewal**
	[redacted]		[redacted]	[redacted]
	Please provide copies of the certificates you have given above or other proof of the qualifications. [redacted]			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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**	

Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

	Please provide copies of the certificates you have given above or other proof of the qualifications. [redacted]	Enclosed YES/~~NO~~

Section H:
Tender Schedule

<table>
<tr><th>1.</th><th>Pricing Schedule</th><th></th></tr>
<tr><td>1.1</td><td>Please confirm which of the following value bands of work you wish to be considered for:

£0 - £9,999 per contract ✓

£10,000 - £29,999 per contract ✓

£30,000 - £139,999 per contract ✓</td><td></td></tr>
<tr><td>1.2</td><td>Please indicate minimum value of work you wish to tender for

[redacted]</td><td></td></tr>
<tr><td>1.3</td><td>Day work rates per hour (inclusive of mileage)

<table>
<tr><th>£/hour</th><th>Trade Mechanical</th></tr>
<tr><td>[redacted]</td><td>Manager</td></tr>
<tr><td>[redacted]</td><td>Supervisor</td></tr>
<tr><td>[redacted]</td><td>Operative</td></tr>
</table>

Overtime Rates per hour:

<table>
<tr><th>£/hour</th><th>Trade Mechanical</th></tr>
<tr><td>[redacted]</td><td>Manager</td></tr>
<tr><td>[redacted]</td><td>Supervisor</td></tr>
<tr><td>[redacted]</td><td>Operative</td></tr>
</table>

Day work rates per hour (inclusive of mileage)

<table>
<tr><th>£/hour</th><th>Trade Electrical</th></tr>
<tr><td>[redacted]</td><td>Manager</td></tr>
<tr><td>[redacted]</td><td>Supervisor</td></tr>
<tr><td>[redacted]</td><td>Operative</td></tr>
</table>

Overtime Rates per hour:

<table>
<tr><th>£/hour</th><th>Trade Electrical</th></tr>
<tr><td>[redacted]</td><td>Manager</td></tr>
<tr><td>[redacted]</td><td>Supervisor</td></tr>
<tr><td>[redacted]</td><td>Operative</td></tr>
</table>
</td><td></td></tr>
</table>

	Materials: [redacted] % mark up Sub-Contractors [redacted] mark up	
1.4	Please indicate the period of time for which the above rates will be fixed Duration of project	

Shropshire Council

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION
(please insert)

MACWHIRTER LTD

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

personal info

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] Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to 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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
Total max marks for price (60%)		**600**	
Quality 40% (400 marks)			
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
Total max marks for quality (40%)		**400**	

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

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

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

The 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.

personal info

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Framework Arrangement for Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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 6/7/2012

Designation [redacted]

Company MACWHIRTER LTD

Address UNIT 8, MELIN MAIR BUSINESS CENTRE

WENTLOOG AVENUE, CARDIFF

Post Code CF3 2EX

Tel No 029 2068 5020 Fax No 029 2068 5030

E-mail address [redacted]

Web address www.macwhirter.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) ..... Status...

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

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

Date .....6/7/2012.....

personal info

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) ... [redacted] ... Status.. [redacted]

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

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

Date ..... 6/7/2012 .....

personal info

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 .....MACWHIRTER LTD.....)

Date .....6/7/2012.....

Section B:
Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: MACWHIRTER LTD Address: SERVICE HOUSE 8 MELYN MAIR BUSINESS CENTRE WENTLOOG AVENUE, CARDIFF Postcode: CF3 2EX Tel: 029 2068 5020 Email: cardiff@macwhirter.co.uk	
1.2	Registered name (if different from above): Registered Office Address: As Above Postcode: Company registration number: [redacted]	
1.3	Details of the individual completing this application and to which we may correspond: Name: [redacted] Job title: [redacted] Correspondence Address: As Above Postcode: Tel: [redacted] PREFERRED 02920 685022 Email: [redacted]	
1.4	Type of Organisation (please tick 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) **An SME can be defined as an enterprise which employs fewer than 250 people*	YES/~~NO~~
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	**Company History/Background**	
2.1	Date Company established: 1882	
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: NA Postcode: Registration Number:	
2.4	How many years has your company been undertaking contracts for this category that you are applying for? [redacted] years	
2.5	Total number of employees: [redacted]	
2.6	Total number of employees engaged solely in the category that you are applying for [redacted]	

Section C:
Financial & Insurance Information

1.	Insurance Details	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	YES/~~NO~~
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company: AVIVA INSURANCE | QBE INSURANCE (EUROPE) Date policy taken out: 28-2-2012 | 28-2-2012 Expiry date of the policy: 28-2-2013 | 28-2-2013 Policy number/reference: [redacted] | [redacted] Conditions/Exceptions	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	YES/~~NO~~
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company: AVIVA INSURANCE Date policy taken out: 28-2-2012 Expiry date of the policy: 28-2-2013 Policy number/reference: [redacted] Conditions/Exceptions	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/~~NO~~

2.	**Financial Details**
*	*Why do we need to know this?* *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.* *How the Council evaluates this information will vary given the nature of the contract to be awarded.*
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)** Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts

Company			**Accounts Enclosed**
Year	**Turnover**	**Profit(Loss)**	
2009/10	[redacted]	[redacted]	YES/~~NO~~
2010/11			~~YES~~/NO
2011/12			~~YES~~/NO

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

2.2	Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years. **(Please insert figures – do not refer to attached accounts)**

Year	**Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment**
2009/10	[redacted]
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

1.	Outstanding Claims / County Court Judgements	
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. [redacted]	

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

1.	Health & Safety at Work	
*	*Why do we need to know this?* *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.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed ☑	YES/~~NO~~
1.2	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 & CHAS Accreditation **This is Mandatory Requirement**	YES/~~NO~~
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: CHAS / ALTIUS / SAFECONTRACTOR Reference No: [redacted] Date accreditation expires or is to be renewed: 2-5-2013	

	Please tick here if a copy of certificate attached	☑
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.) [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. Please see Safety, Competency, Standards, Qualifications and Communication Manual enclosed	
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: As 1.9 above	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. **Total** No. of accidents reported under RIDDOR last year: [redacted] No. of accidents reported under RIDDOR this year: [redacted]	
1.13	Does your company consult with employees on health and safety? If YES, please give details below. [redacted]	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. NA	
1.16	If YES to 1.14 how do you ensure they are competent? NA	
1.17	Where do you get your competent health and safety advice? 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. [redacted]	

1.18	Do you provide Asbestos Training for your employees? Yes - please see register in Manual enclosed

2.	Equal Opportunities	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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.* *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	Is it your policy as an employer to comply with your statutory obligation under U and discrimination legislation (or equivalent legislation and regulations in the co you employ staff) and, accordingly, your practice not to treat one group of peopl in relation to race or ethnic origin, disability, sex, sexual orientation, religion or b UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998	Enclosed YES/~~NO~~
2.2	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. 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. How do you promote equality towards both service users and employees as part of your operations? Please see Safety, Competency Standards, Qualifications and Communications Manual	

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	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed ☐	 YES/~~NO~~ YES/~~NO~~ YES/~~NO~~

2.8	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? Provide evidence of the above. [redacted]	

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. Policy confirmed as 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. MA Confirmed	YES/NO

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	[redacted]	[redacted]	[redacted]	SERVICE AND MAINTENANCE	Ongoing
2				SERVICE AND MAINTENANCE	Ongoing
3				AIR CONDITIONING DESIGN & INSTALL	ON GOING
4				AIR CONDITIONING DESIGN & INSTALL	ON GOING
5					

commercial info

6					
7					
8					
9					
10					

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply. [redacted]	(Pass/Fail)
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Please tick here if details are attached ☑ [redacted]	50 max marks (Weight:5)
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that sample is attached ☑	50 max marks (Weight:5)
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached ☑	50 max marks (Weight:5)

2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached ☑	50 max marks (Weight:5)
2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process All ~~Yes~~/No Some ~~Yes~~/No If yes please enclose details [redacted]	20 max marks (Weight:2)
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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.	130 max marks (Weight:13)

Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance			
1.1	Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas. Please state whether the award belongs to the company or an individual. The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme. (Pass/Fail)			
	Name of Awarding Organisation/Body	**Level of Accreditation**	**Date Achieved**	**Date of Expiry/ Renewal**
	[redacted]	[redacted]	[redacted]	
	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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**				
	Name of Awarding Organisation/Body	**Registration Number**	**Name of Quality Assurance System**	**Date Achieved**	**Date of Expiry/ Renewal**
	[redacted]			[redacted]	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/~~NO~~

Section H:
Tender Schedule

1.	Pricing Schedule	
1.1	Please confirm which of the following value bands of work you wish to be considered for: £0 - £9,999 per contract ☑ £10,000 - £29,999 per contract ☑ £30,000 - £139,999 per contract ☑	
1.2	Please indicate minimum value of work you wish to tender for [redacted]	
1.3	Day work rates per hour (inclusive of mileage) £/hour [redacted] — Trade: Manager / Supervisor / Operative Overtime Rates per hour: £/hour [redacted] — Trade: Manager / Supervisor / Operative Materials: ..... [redacted] ..... % mark up Sub-Contractors.. [redacted] .....% mark up	
1.4	Please indicate the period of time for which the above rates will be fixed [redacted]	

Shropshire Council

Completed Tender Response Document

Shropshire Council

Tender Response Document

IMC048 Framework Arrangement For Supply & Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment at Shropshire Council Sites

Name of TENDERING ORGANISATION
(please insert)

Shropshire Cooling Services Ltd

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of Contractors to supply and install Air Conditioning equipment, Heat Recovery Systems and Refrigeration units.

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

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Specification:

Framework Arrangement to incorporate the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units at various Shropshire Council properties and those of other external clients.

Contractors will be required to cover the whole of Shropshire for this Framework Arrangement.

The Framework will be for a period of up to 4 years commencing on 1st October 2012.

Contractors must hold a minimum of £5,000,000 Public Liability Insurance and Employer's Liability Insurance and evidence this in their tender response with certificates.

Contractors must 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 & CHAS Accreditation.

Contractors should be a member of a relevant Industry Association and that associations' quality audit scheme.

personal info

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] Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND or via email quoting the contract reference to 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
You must sign all 4 certificates in sections A1 to A4		
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	22
G	Accreditations and Skills Level	26
H	Tender Schedule	28

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 – **questions 1.1 & 1.2 are mandatory requirements**
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities – **questions 1.2 is a mandatory requirement**
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. Question 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
Price 60% (600 marks)			
Section H / Q 1	Price	60	600
	Total max marks for price (60%)	**600**	
Quality 40% (400 marks)			
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
	Total max marks for quality (40%)	**400**	

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

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

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

The 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.

personal info

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Framework Arrangement for Supply and Installation of Air Conditioning, Heat Recovery & Refrigeration Equipment

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 the supply and installation of air conditioning, heat recovery & refrigeration equipment 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 17/7/12

Designation: [redacted]

Company: Shropshire Cooling Services Ltd

Address: 24, Longden Coleham

Shrewsbury

Shropshire Post Code SY3 7DB

Tel No: 01743 359888 Fax No: 01743 245823

E-mail address: [redacted]

Web address: www.shropcool.co.uk

personal info

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: Shropshire Cooling Services Ltd)

Date ...17/7/12.....

personal info

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) [redacted] Status: [redacted]

Signed (2) [redacted] Status : [redacted]

(For and on behalf of: Shropshire Cooling Services Ltd)

Date 17/7/12

personal info

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?

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 : Shropshire Cooling Services Ltd)

Date 17/7/12.

Section B:
Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Shropshire Cooling Services Ltd Address: 24, Longden Coleham Shrewsbury, Shropshire Postcode:SY3 7DB Tel: 01743 359888 Email [redacted]	
1.2	Registered name (if different from above): Registered Office Address: As Above Postcode: Company registration number: [redacted]	
1.3	Details of the individual completing this application and to which we may correspond: Name: [redacted] Job title: [redacted] Correspondence Address: Shropshire Cooling Services Ltd, 24, Longden Coleham Shrewsbury Shropshire Postcode: SY3 7DB Tel: 01743 359888 Email: [redacted]	
1.4	Type of Organisation (please tick all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	X
(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) **An SME can be defined as an enterprise which employs fewer than 250 people* If No, Please confirm you are an enterprise which employs more than 250 people	YES YES/NO

2.	**Company History/Background**	
2.1	Date Company established: 1992	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	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? [redacted]	
2.5	Total number of employees: [redacted]	
2.6	Total number of employees engaged solely in the category that you are applying for [redacted]	

Section C:
Financial & Insurance Information

1.	**Insurance Details**	
*	*Why do we need to know this?* *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.* *Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.*	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance **(this is a mandatory requirement)**	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company: KGJ Commercial Insurance Services Ltd Date policy taken out: July2011 Expiry date of the policy: 27th July 2012 Policy number/reference: [redacted] Conditions/Exceptions: None	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance **(this is a mandatory requirement)**	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company: KGJ Commercial Insurance Services Ltd Date policy taken out: July2011 Expiry date of the policy: 27th July 2012 Policy number/reference: [redacted] Conditions/Exceptions: None	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

commercial info

2. Financial Details

* *Why do we need to know this?*

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.

How the Council evaluates this information will vary given the nature of the contract to be awarded.

2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years.
(Please insert figures – do not refer to attached accounts)
Also provide copies of your last 3 years audited accounts.
If audited accounts are not available please provide copies of your management accounts

Company			Accounts Enclosed
Year	Turnover	Profit(Loss)	
2009/10	[redacted]	[redacted]	YES
2010/11			NO
2011/12			NO

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

2.2 Please show below your company's turnover in the provision of the category that you are applying for in the last three financial years.
(Please insert figures – do not refer to attached accounts)

Year	Turnover in relation to supply & installation of air conditioning, heat recovery & refrigeration equipment
2009/10	[redacted]
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

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

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

commercial info

Section E:
Health & Safety and Equal Opportunities

1.	**Health & Safety at Work**	
*	*Why do we need to know this?* *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.* *Health & 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.* *Information to help small companies is available on the Health and Safety Executive's (HSE) website.* *Health and Safety Executive's website: http://www.hse.gov.uk/* *Looking after your Business: http://www.hse.gov.uk/business/* *Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm*	
1.1	Does your organisation have a formal health and safety policy or statement? *(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974) Please tick here if copy enclosed [x]	YES
1.2	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 & CHAS Accreditation **This is Mandatory Requirement**	YES
1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: [redacted] Reference No: [redacted] Date accreditation expires or is to be renewed: 27/10/2012	

	Please tick here if a copy of certificate attached	x
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?	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
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
1.9	If YES to 1.8 please state what training has been given. [redacted]	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	 YES YES YES
1.11	Does your company have a recognised health & safety management system? Please give details below: [redacted]	YES

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. **Total** No. of accidents reported under RIDDOR last year: None No. of accidents reported under RIDDOR this year: None	
1.13	Does your company consult with employees on health and safety? If YES, please give details below. [redacted]	YES
1.14	Will you be using any sub contractors as part of this contract?	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? 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.	

commercial info

	[redacted]
1.18	Do you provide Asbestos Training for your employees? Yes

commercial info

2.	**Equal Opportunities**	
*	*Why do we need to know this?* *The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.* *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.* *The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.* *Information to help small companies is available at:* *Equality and Human Rights Commission -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/* *Useful links for guidance & Information -* *http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/*	
2.1	Is it your policy as an employer to comply with your statutory obligation under U and discrimination legislation (or equivalent legislation and regulations in the co you employ staff) and, accordingly, your practice not to treat one group of peop in relation to race or ethnic origin, disability, sex, sexual orientation, religion or b UK/EU equalities and discrimination legislation includes:- Equality Act 2010 Human Rights Act 1998	Enclosed YES
2.2	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. 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. How do you promote equality towards both service users and employees as part of your operations? [redacted]	

commercial info

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	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?	NO
2.6	If YES to 2.5, please give details.	
2.7	**(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)** Is your policy on equality and diversity set out? (a) In instructions to those concerned with recruitment, training and promotion? (b) In documents available to employees, recognised trade unions or other representative groups or employees (c) In recruitment advertisements or other literature? Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature. Please tick here if enclosed [x]	YES YES YES
2.8	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? Provide evidence of the above [redacted]	

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. Policy Attached	
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. Confirmed	YES

Section F:
Contract Experience and References

1.	Contract Experience and References				
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	[redacted]			Service, Installation PPM On a national basis	2009 - 2012
2				PPM, Reactive service, and installations of new equipment	1994 - 2012
3				PPM and reactive service plus new installations	2012
4				PPM, Reactive service & Installations	1998 - 2012
5				PPM, Reactive service & Installations	2007 - 2012

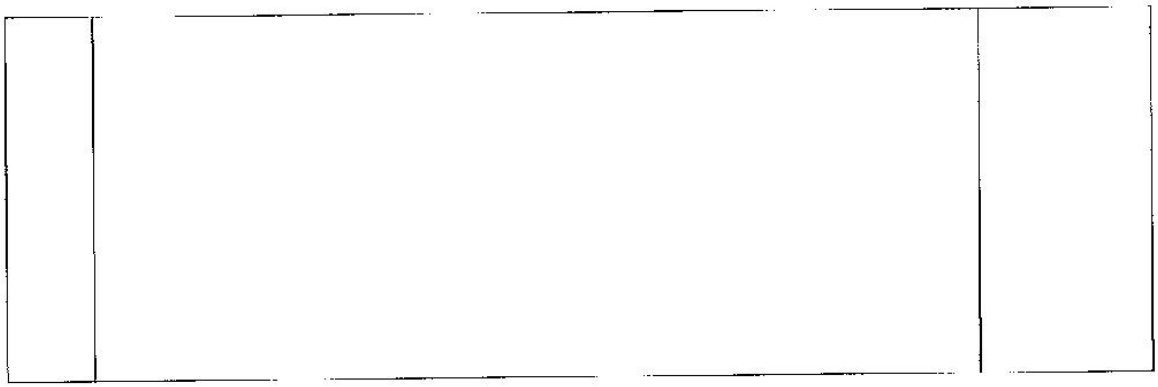
commercial info

commercial info

6	[redacted]	PPM, Reactive service & Installations	2002 - 2012
7		PPM, Reactive service & Installations	2006 - 2012
8		PPM, Reactive service & Installations	2009 - 2012
9		PPM, Reactive service & Installations	2007 - 2012
10		New Ventilation and air conditioning, Plus on going PPM and reactive service	2012

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply 	(Pass/Fail)
2.2	Please provide details of the individuals who will be involved in undertaking the required services, this should include their relevant qualifications, experience and training history. Please tick here if details are attached [x]	50 max marks (Weight:5)
2.3	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Risk	50 max marks

	Assessment, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that sample is attached [x]	(Weight:5)
2.4	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical HSE Notification, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached [x]	50 max marks (Weight:5)
2.5	In order to show how you will deliver the required services to the Council, please provide a real project sample of a typical Plan of Work, completed by your Company for the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units Please tick here to confirm that a sample is attached [x]	50 max marks (Weight:5)
2.6	Have all or some members of your Company staff who would be used to undertake the required services been though the CRB (Criminal Records Bureau) checking process All No Some No If yes please enclose details	20 max marks (Weight:2)
2.7	In order to illustrate how you would undertake the required the supply and installation of Air Conditioning equipment, Heat Recovery Systems and Refrigeration units 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.	130 max marks (Weight:13)



Section G:
Accreditations and Quality Assurance

1.	Accreditations and Quality Assurance
1.1	Please list any professional or trade organisations by which your company is accredited, You should only list those that are relevant to this contract and which will support your application i.e. Institute of Refrigeration, HVCA, Gas Safe, NICEIC, FGas. Please state whether the award belongs to the company or an individual. The contractor should be a member of at least one relevant Industry Association and that associations' quality audit scheme. (Pass/Fail)

Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
[redacted]			

Please provide copies of the certificates you have given above or other proof of the qualifications.	Enclosed YES

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. **This question is worth a maximum of 50 Marks it has a weighting of 5.**				
	Name of Awarding Organisation/Body	**Registration Number**	**Name of Quality Assurance System**	**Date Achieved**	**Date of Expiry/ Renewal**
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed No

Section H:
Tender Schedule

1.	Pricing Schedule	
1.1	Please confirm which of the following value bands of work you wish to be considered for: £0 - £9,999 per contract [x] £10,000 - £29,999 per contract [x] £30,000 - £139,999 per contract [x]	
1.2	Please indicate minimum value of work you wish to tender for £ 20.00	
1.3	Day work rates per hour (inclusive of mileage)	

£/hour	Trade
[redacted]	Manager
	Supervisor
	Operative

Overtime Rates per hour:

£/hour	Trade
[redacted]	Manager
	Supervisor
	Operative

Materials: ..... [redacted] ..... % mark up

Sub-Contractors..... [redacted] .....% mark up

1.4	Please indicate the period of time for which the above rates will be fixed [redacted]	

commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

A1R Services
Rose Cottage
Old Solesbridge Lane
CHORLEYWOOD
Hertfordshire

Date: 06 September 2012

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed framework as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 17 September 2012.

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

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

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

[redacted]

commercial info

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

[redacted]

personal info

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

Yours faithfully

[redacted]

Property Services
Shropshire Council

Property Services
Shropshire Council

commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Cool Services Ltd
1A Vernon Drive
Battlefield Ent Park
SHREWSBURY
SY1 3TF

Date: 06 September 2012

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES

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[redacted]

personal info

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Property Services
Shropshire Council

Property Services
Shropshire Council

commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

JC Watson Refrigeration Ltd
Unit 30 Thurrock Commercial Centre
Juliette Way
SOUTH OCKENDON
Essex

Date: 06 September 2012

Dear Sirs

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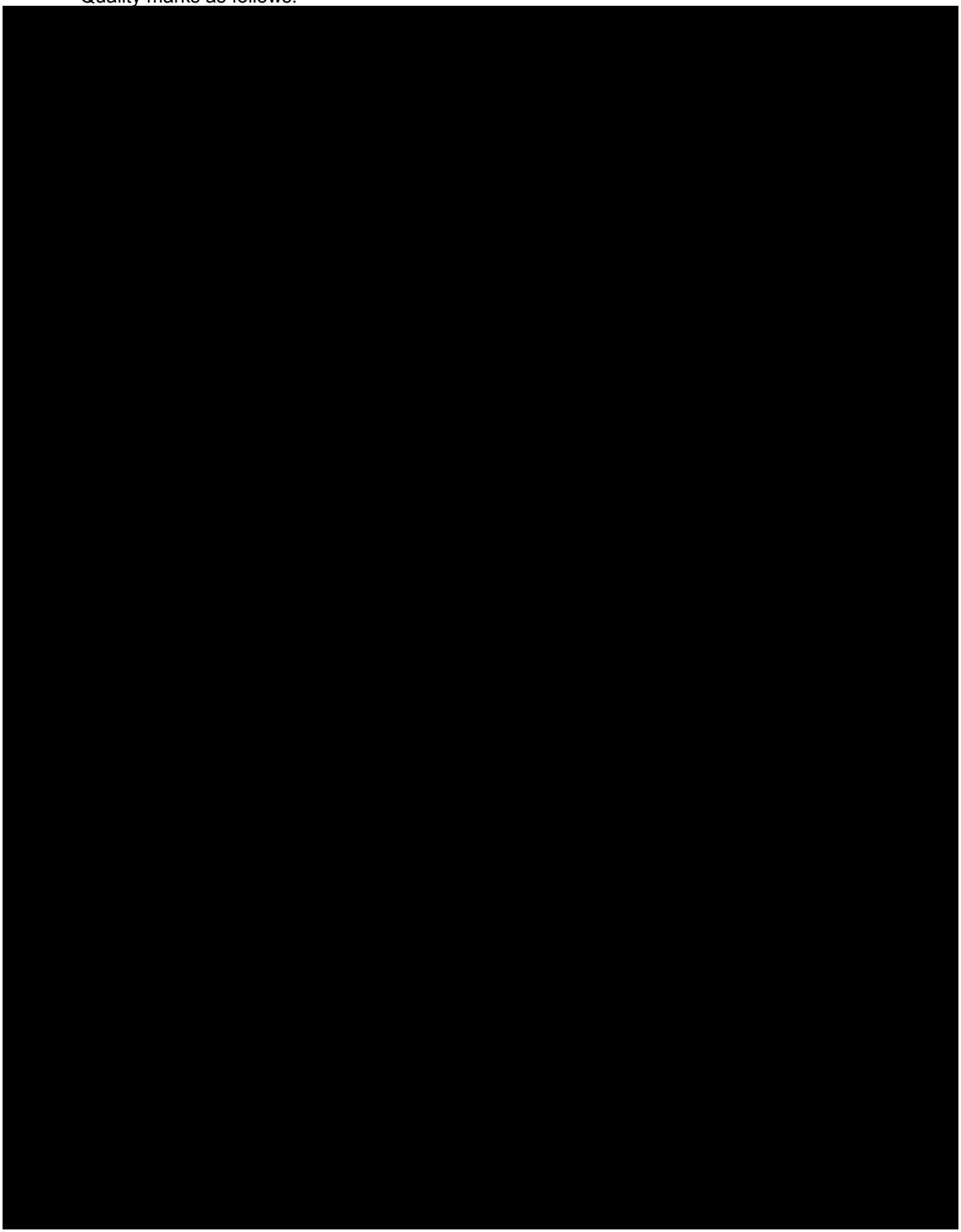

personal info

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Yours faithfully

[redacted]

Property Services
Shropshire Council

Property Services
Shropshire Council

commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Johnson Controls Ltd
8 Villiers Court
Off Birmingham Road
Meriden
COVENTRY

Date: 06 September 2012

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES

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commercial info

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personal info

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Yours faithfully

[redacted]

Property Services
Shropshire Council

Property Services
Shropshire Council

commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

MacWhirter Ltd
Service House
8 Melyn Mair Business Centre
Wentloog Avenue
CARDIFF

Date: 06 September 2012

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES

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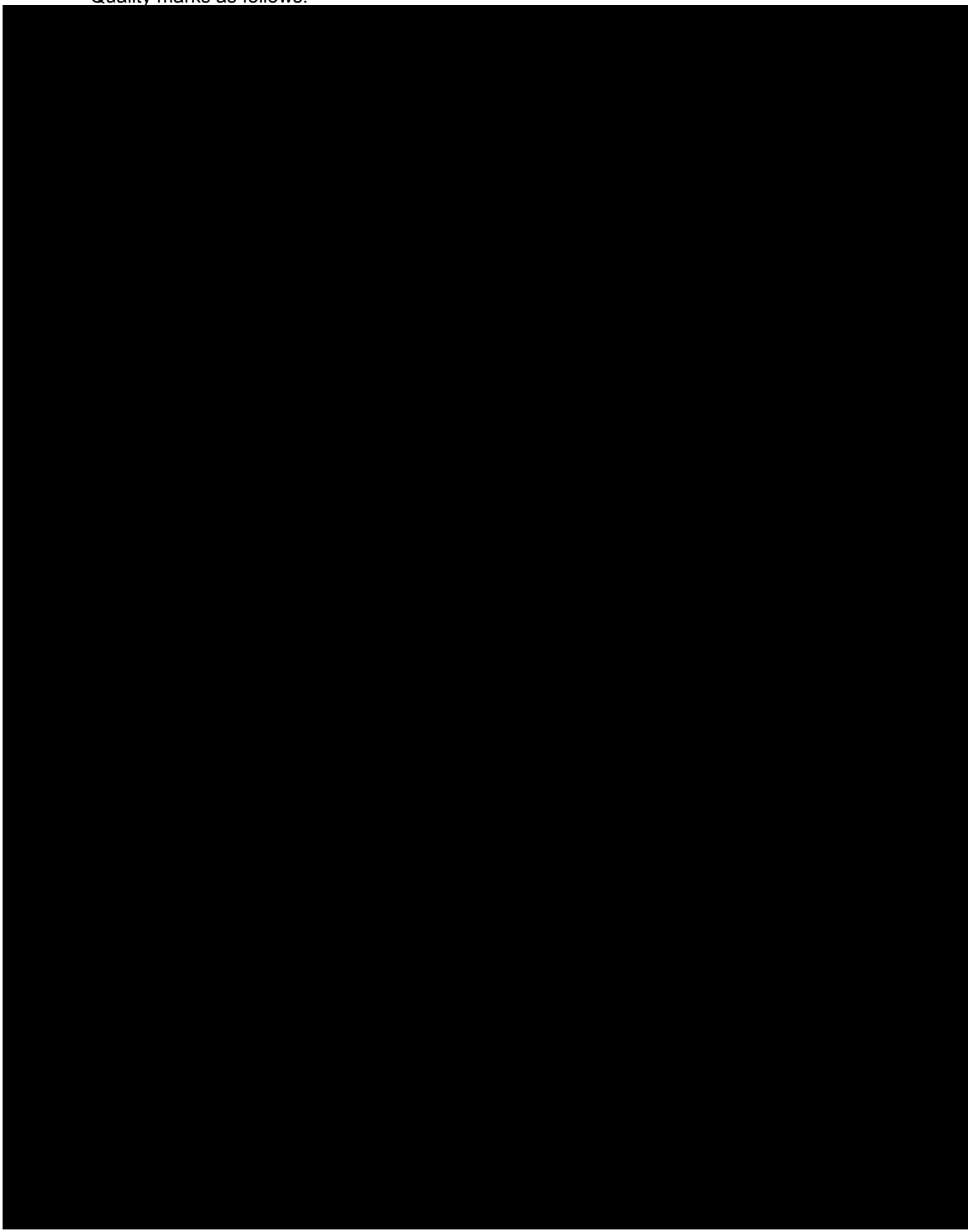

personal info

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

Yours faithfully

[redacted]

Property Services
Shropshire Council

Property Services
Shropshire Council

personal & commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Shropshire Cooling Services Ltd
24 Longden Coleham
SHREWSBURY
SY3 7DB
FAO [redacted]

Date: 06 September 2012

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES

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commercial info

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Yours faithfully

[redacted]

Property Services
Shropshire Council

Property Services
Shropshire Council

commercial info

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

W R Refrigeration Ltd
Bridge Park Plaza
Bridge Park Road
LEICESTER
LE4 8BL

Date: 06 September 2012

Dear Sirs

IMC 048 - FRAMEWORK ARRANGEMENT FOR SUPPLY AND INSTALLATION OF AIR CONDITIONING, HEAT RECOVERY & REFRIGERATION EQUIPMENT AT SHROPSHIRE COUNCIL SITES

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[redacted]

personal & commercial info

[redacted]

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Yours faithfully

[redacted]

Property Services
Shropshire Council

Property Services
Shropshire Council