



## **INSTRUCTIONS FOR TENDERING**

**DONV 020 - WALKER THEATRE  
PA SYSTEM**

## Shropshire Council Instructions for tendering

### **Contract Description:**

This tender is for the supply, install and commission replacement portable PA sound system for 250 capacity studio theatre.

- The proposed solution should deliver a consistent frequency response & sound pressure level (SPL) throughout the auditorium. This should be achieved alongside providing ample headroom for a variety of reinforcement applications. A broadband A-weighted peak-SPL measurement of 107 dBA must be achieved at the mixing console position.
- The proposed must be of a reputable brand (D&B, Meyer, L'Acoustic, etc) or equivalent
- The proposed must be considered usable by incoming clientele, as to reduce expenditure sub-hiring additional equipment.
- The proposed must be line source - not point source.
- The proposed must utilise 3-way dipolar, passive loudspeakers.
- Ideally the system will be compatible with the current installed sound system for futureproofing and for remote configuration purposes.
- Speaker stacks will ideally be on wheels to reduce lifting and handling (building speaker stacks).
- Speaker stacks must be under 2mtrs in height to fit under doorways when removing from theatre space, including castors and/or dollies.
- Amplifiers must be touring grade with XLR and Speakon connectors. NOT install amplifiers with terminal connectors (Euroblock etc).
- Amp rack must also include a Yamaha RIO3224-D2 to integrate with current system.

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## **1.0 Invitation to Tender**

- 1.1 You are invited to tender for the provision of Walker Theatre PA System as detailed in the Tender Response Document. The contract will commence on 1<sup>st</sup> August 2023 for 12 months.
- 1.2 Tenders are to be submitted in accordance with the draft contract 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.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

## **2.0 Terms and Conditions**

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the draft contract 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 be required to undertake the required services.

## **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 may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

**3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

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

### **3.4 Warranty**

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

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

### **4.0 Tender Submission**

**4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 15<sup>th</sup> June 2023**.

**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** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 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 **8<sup>th</sup> June 2023**.

**7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

**7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

**8.1** The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

**8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

**8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

**9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

**9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.



**9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

**9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

**9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

**9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

**9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

**9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

**9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

**9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

**9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

**9.5.4** the Tenderer is legally required to make such a disclosure.

**9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **9.7 Transparency of Expenditure**

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

## **10.0 Freedom of Information**

**10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of

the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
  - 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
  - 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
  - 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
  - 11.1.4** The Tenderer :
    - a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

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

## **13.0 Award of Contract**

### **13.1 Award Criteria**

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

### **13.2 Award Notice**

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

### **13.3 Transparency of Expenditure**

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

#### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract

#### **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 Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

**15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 1<sup>st</sup> August 2023.

#### **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.

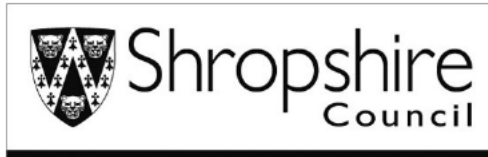
**17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

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

**19.0** **Declaration**

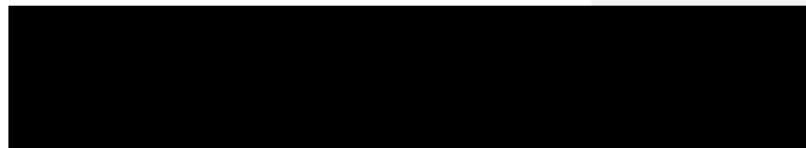
We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and



## **Tender Response Document**

### **DONV 020 - WALKER THEATRE PA SYSTEM**

Name of TENDERING  
ORGANISATION  
(please insert)



## Shropshire Council Tender Response Document

### **Contract Specification:**

This tender is for the supply, install and commission replacement portable PA sound system for 250 capacity studio theatre.

- The proposed solution should deliver a consistent frequency response & sound pressure level (SPL) throughout the auditorium. This should be achieved alongside providing ample headroom for a variety of reinforcement applications. A broadband A-weighted peak-SPL measurement of 107 dBA must be achieved at the mixing console position.
- The proposed must be of a reputable brand (D&B, Meyer, L'Acoustic, etc) or equivalent
- The proposed must be considered usable by incoming clientele, as to reduce expenditure sub-hiring additional equipment.
- The proposed must be line source - not point source.
- The proposed must utilise 3-way dipolar, passive loudspeakers.
- Ideally the system will be compatible with the current installed sound system for futureproofing and for remote configuration purposes.
- Speaker stacks will ideally be on wheels to reduce lifting and handling (building speaker stacks).
- Speaker stacks must be under 2mtrs in height to fit under doorways when removing from theatre space, including castors and/or dollies.
- Amplifiers must be touring grade with XLR and Speakon connectors. NOT install amplifiers with terminal connectors (Euroblock etc).
- Amp rack must also include a Yamaha RIO3224-D2 to integrate with current system.

### **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/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). 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 your tender response.

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## **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

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

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory Exclusion</u>
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

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

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

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

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

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

### **Award Criteria – Weighted Marked Questions**

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

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price 40% (400 marks)</b>		
Section C / Q 1	Price	400 max marks
<b>Total for price</b>		<b>400 max marks</b>
<b>Quality 50% (500 marks)</b>		
Section C / Q 2.1	Production schedule for works	10 / 100 max marks
Section C / Q 2.2	Brand and Quality of product put forward	20 / 200 max marks
Section C / Q 2.3	Obsolescence of product	5 / 50 max marks
Section C / Q 2.4	Previous experience and how this is relevant to this requirement	10 / 100 max marks
Section C / Q 2.5	Risk assessments and method statements	5 / 50 max marks
<b>Total for quality</b>		<b>50 / 500 max marks</b>
<b>Social Value 10% (100 marks)</b>		
Section C / Q 3	Social Value proposals	10 / 100 max marks
<b>Total for Social Value</b>		<b>100 max marks</b>

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures <https://www.shropshire.gov.uk/social-value/>

### **Quality Questions/ Scoring Scheme**

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

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

<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

**The tender receiving the highest initial mark for Quality Criteria overall will receive the full 500 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.**

#### **Price Evaluation and scoring**

Price will be evaluated by using the total cost submitted at Section C Question 1. The most competitively priced tender will receive the maximum mark for price being **400**. **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.

#### **Bid-rigging dangers – be clear on competition rules**

Bid-Rigging is an illegal anti-competitive business practice where rivals discuss bids for a contract tender, it can involve:

- agreeing with your competitors how much you'll bid for a contract or share information about your bid
- taking turns to win contracts
- asking other businesses to bid when they do not want the contract (called 'cover bids')
- paying other businesses not to bid or when you win a tender
- agreeing with other businesses not to bid or to withdrawing your bid

We are alert to the signs of bid-rigging.

If you think you may have been involved in bid-rigging then it's better to be safe, not sorry and report it to the CMA first, as you may benefit from immunity from fines and prosecution if you report before others do. By reporting to the CMA, you can also avoid the risk of director disqualification. Always seek independent legal advice if you think you may have broken the law.

If you think you've witnessed others breaking the law, report it to the CMA in confidence, you may benefit from a financial reward.

**For more information on what cartels and anti-competitive business behaviours look like, and how best to report concerns, visit**

[Gov.uk/cheating-or-competing](https://www.gov.uk/cheating-or-competing)

### **Social Value Evaluation and Scoring**

Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

**The tender receiving the highest initial mark for Social Value overall will receive the full 100 marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value overall.**

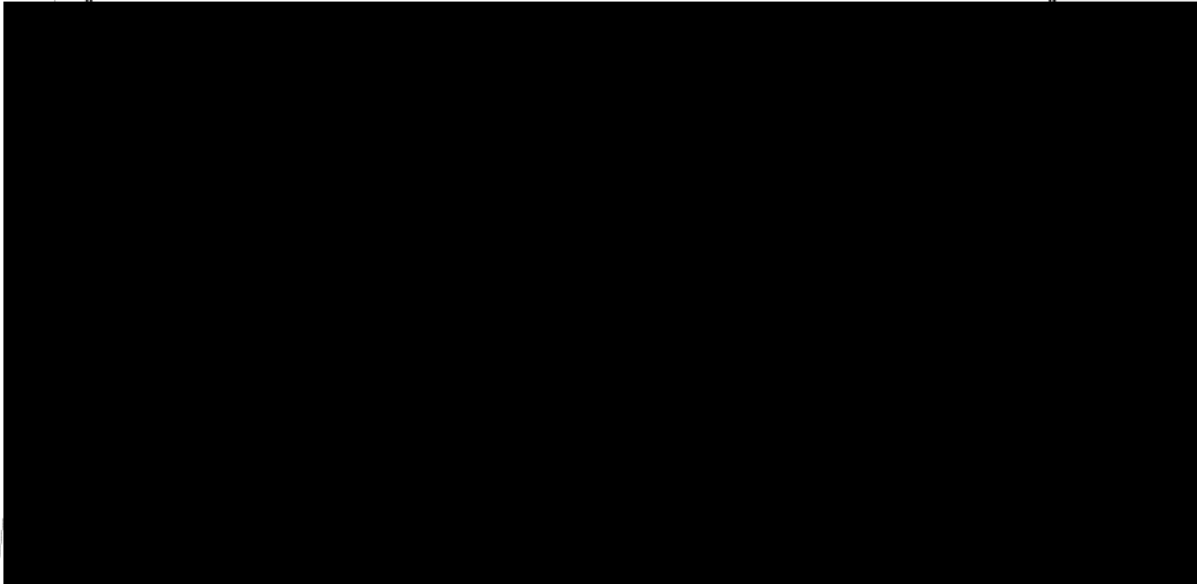
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Walker Theatre PA System

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of a PA System for the Walker Theatre, Theatre Severn, Shrewsbury at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



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

Non-Canvassing Certificate

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

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

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

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.

#### 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?

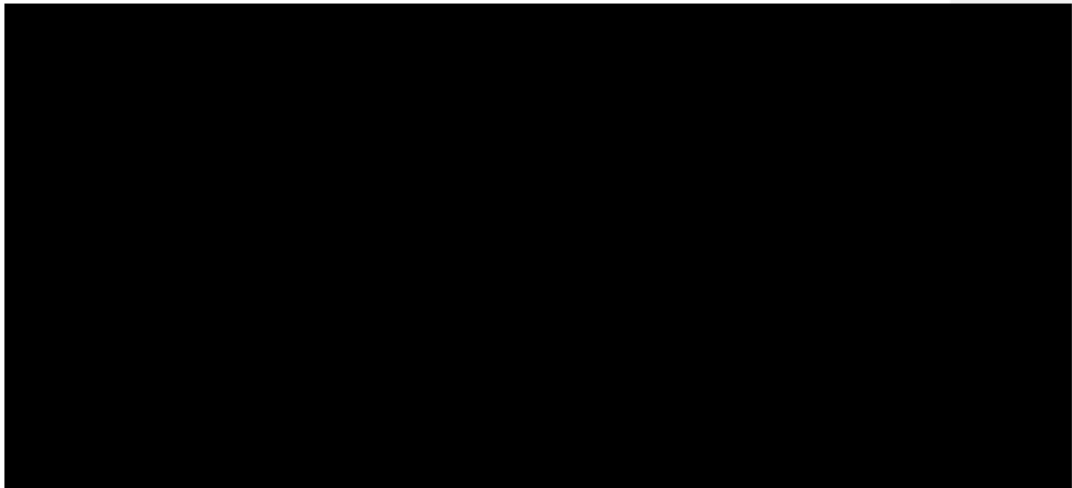


If yes, please give details:

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.*



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## **SECTION B**

### **Standard Selection Questionnaire**

#### **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

#### **Supplier Selection Questions: Part 3**

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

#### **Consequences of misrepresentation**

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

## **Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
  7. members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
  8. the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn’t necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.
9. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
10. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public

sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](#) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](#) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

Section 1		Your information
Question number	Question	Response
1.1(a)	Name (if registered, please give the registered name)	
1.1(b) – (i)	Registered address (if applicable) or head office address	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) - public limited company b) - private limited company c) - limited liability partnership d) - other partnership e) - sole trader f) - third sector g) - other (please specify your trading status)	
1.1(d)	Date of registration (if applicable) or date of formation.	
1.1(e)	Registration number (company, partnership, charity, etc if applicable).	
1.1(f)	Registered VAT number.	
1.1(g) - (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member State where your organisation is established?	
1.1(g) - (ii)	If you responded yes to 1.1(h) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide - the website address, - issuing body - reference number.	Formatted: Font color: Text 1
1.1(h) - (i)	For procurements for services only, is it a legal requirement in the country where you are established for you to:  a) possess a particular authorisation, or b) be a member of a particular organisation,  to provide the requirements specified in this procurement?	
1.1(h) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available	Formatted: Font color: Text 1

	electronically, please give the website address, issuing body and reference number.
1.1(i)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE). b) Sheltered Workshop. c) Public service mutual.
1.1(j)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?
1.1(k)	Details of Persons with Significant Control (PSC) <sup>2</sup> where appropriate <sup>3</sup> . <ul style="list-style-type: none"> <li>- Name</li> <li>- Date of birth</li> <li>- Nationality</li> <li>- Country, state or part of the UK where the PSC usually lives</li> <li>- Service address</li> <li>- The date he or she became a PSC in relation to the company ;</li> <li>- Which conditions for being a PSC are met: <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%</li> <li>- More than 50% and less than 75%</li> <li>- 75% or more</li> </ul> </li> </ul> (Please enter N/A if not applicable)
1.1(l)	Details of your immediate parent company: <ul style="list-style-type: none"> <li>- Full name of immediate parent company,</li> <li>- Registered or head office address,</li> <li>- Registration number (if applicable),</li> <li>- VAT number (if applicable),</li> </ul> Please enter N/A if not applicable)
1.1(m)	Details of ultimate parent company: <ul style="list-style-type: none"> <li>- Full name of ultimate parent company,</li> <li>- Registered or head office address,</li> <li>- Registration number (if applicable),</li> <li>- VAT number (if applicable),</li> </ul> (Please enter N/A if not applicable)
Please note: A criminal record check for relevant convicted preferred supplier and all relevant persons and entities (as d	

<sup>1</sup>See definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

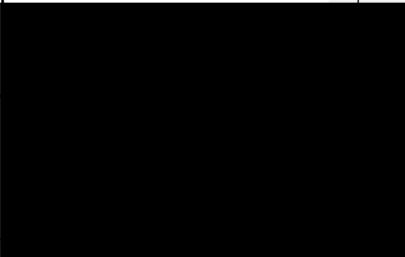
<sup>2</sup>UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

<sup>3</sup>Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

Part 2: Exclusion Grounds		
Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.		
Section 2	Grounds for mandatory exclusion	
Question number	Question	Declaration
2.1 (a)	<p>Within the past five years, anywhere in the world, have you or any person who:</p> <ul style="list-style-type: none"> <li>• is a member of the supplier's administrative, management or supervisory body or</li> <li>• has powers of representation, decision or control in the supplier<sup>4</sup>,</li> <li>• been convicted of any of the offences within the summary below and listed in full on the <a href="#">webpage</a>?</li> </ul>	
	Participation in a criminal organisation.	
	Corruption.	
	Terrorist offences or offences linked to terrorist activities.	
	Money laundering or terrorist financing.	
	Child labour and other forms of trafficking in human beings.	
	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction <u>outside</u> England, Wales or Northern Ireland.	
	Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	
2.1(b)	<p><b>If you have answered yes to any part of question 2.1(a), please provide further details</b>, including:</p> <ul style="list-style-type: none"> <li>• date of conviction and the jurisdiction,</li> <li>• which of the grounds listed the conviction</li> </ul>	

<sup>4</sup>see Notes for Completion

	<p>was for,</p> <ul style="list-style-type: none"><li>• the reasons for conviction,</li><li>• the identity of who has been convicted.</li></ul> <p>If the relevant documentation is available electronically please provide:</p> <ul style="list-style-type: none"><li>• the web address,</li><li>• issuing authority,</li><li>• precise reference of the documents.</li></ul>	
2.1(c)	<p>If you have answered yes to any part of the question above please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self cleaning).</p>	



<b>Section 3</b>		<b>Mandatory and discretionary grounds relating to the payment of taxes and social security contributions</b>
<p>The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this <a href="#">webpage</a>,<sup>5</sup> and should be referred to before completing these questions.</p>		
<b>Question number</b>	<b>Question</b>	<b>Declaration</b>
3.2(a)	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically please provide:</p> <ul style="list-style-type: none"> <li>• the web address,</li> <li>• issuing authority,</li> <li>• precise reference of the documents</li> </ul>	
3.2(b)	<p>If you have answered no to 3.2(a) please provide further details including the following:</p> <ul style="list-style-type: none"> <li>• Country concerned,</li> <li>• what is the amount concerned</li> <li>• how the breach was established, i.e. through a judicial or administrative decision or by other means.</li> <li>• if the breach has been established through a judicial or administrative decision please provide the date of the decision,</li> <li>• if the breach has been established by other means please specify the means.</li> </ul>	
3.3	<p>Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.</p>	
<p>Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions</p>		

<sup>5</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/55113/0/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/55113/0/List_of_Mandatory_and_Discretionary_Exclusions.pdf)



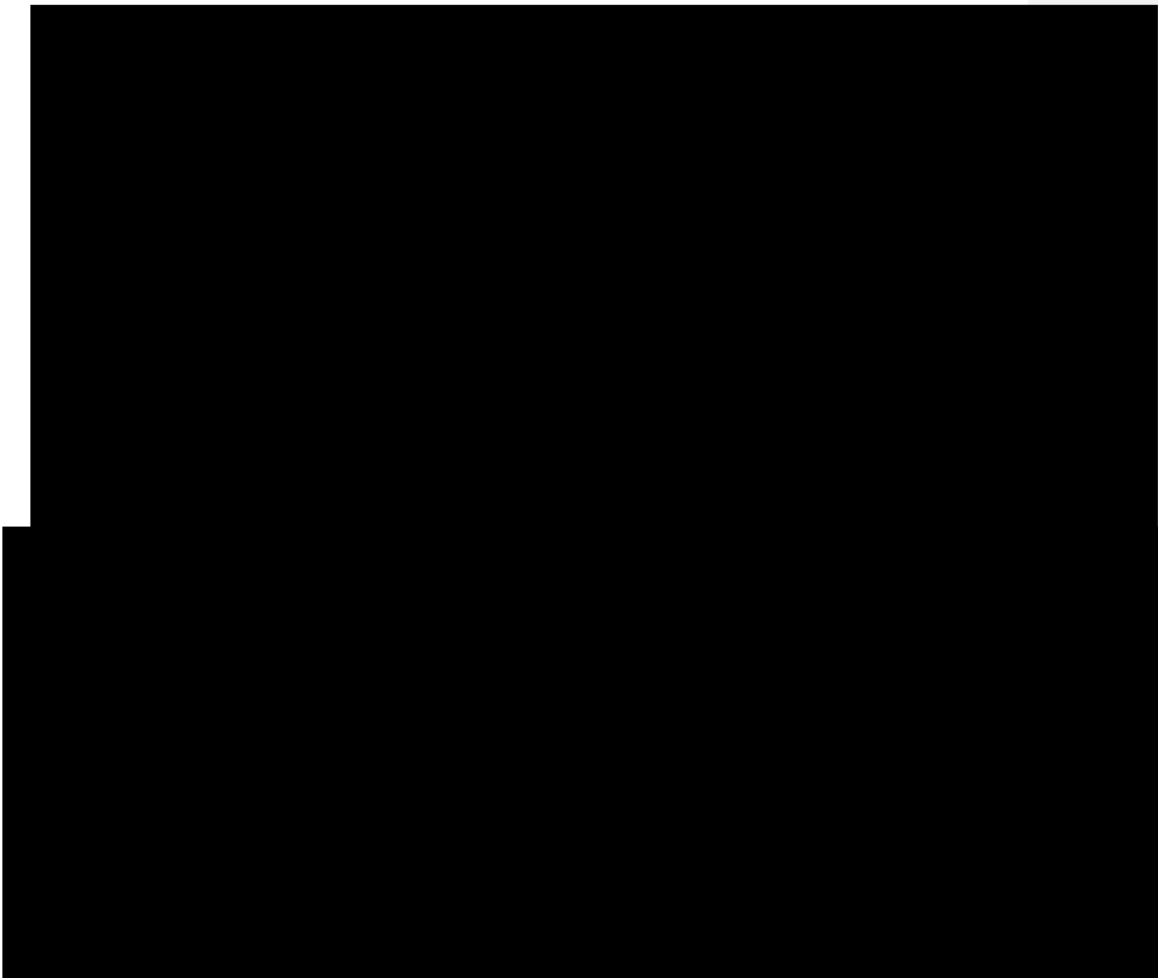
Section 4		Grounds for Discretionary Exclusion
The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> , <sup>6</sup> and should be referred to before completing these questions.		
Question number	Question	Declaration
4.1	Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the <a href="#">webpage</a> applied to you?	[REDACTED]
4.1(a)	Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. See <a href="#">webpage</a> .	
4.1(b)	Breach of social law obligations?	
4.1(c)	Breach of labour law obligations?	
4.1(d)	Bankruptcy or subject of insolvency?	
4.1(e)	Guilty of grave professional misconduct?	
4.1(f)	Distortion of competition?	
4.1(g)	Conflict of interest?	
4.1(h)	Been involved in the preparation of the procurement procedure?	
4.1(i)	Prior performance issues?	
4.1(j)	Do any of the following statements apply to you ?	
4.1(j) - (i)	You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	
4.1(j) - (ii)	You have withheld such information.	
4.1(j) –(iii)	You are not able, without delay, to submit documents if/when required.	
4.1(j)-(iv)		

<sup>6</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

	<p>You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	
4.2	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation please -</p> <p>confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</p> <p>confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.</p>	
4.3	<p>If your latest published statement is available electronically please provide:</p> <ul style="list-style-type: none"> <li>● the web address,</li> <li>● precise reference of the documents.</li> </ul>	
4.4	<p>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning)</p>	

Part 3: Selection Questions		
Section 5	Economic and Financial Standing	
Question number	Question	Response
5.1	<p>If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:</p> <ul style="list-style-type: none"> <li>• the web address</li> <li>• issuing authority</li> <li>• precise reference of the documents</li> </ul>	[Redacted]
5.2	<p>If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).</p> <p>Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).</p>	
5.3	<p>If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.</p>	[Redacted]
5.3(a)	<p>A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p>	
5.3(b)	<p>Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>	
5.4	<p>Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</p>	[Redacted]

<b>Section 6</b>	<b>Technical and Professional Ability</b>
<b>Question number</b>	<b>Question</b>
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.</p> <p><b>For each contract please provide the following information</b></p> <p>If you cannot provide examples see question 7.2</p>



6.2	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.
6.3	<p>Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).</p> <p>The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).</p>



Section 7		Additional Questions including Project Specific Questions
Question number	Question	Response
7.1	<p><b>Insurance</b></p> <p>Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5 million</p> <p>Public Liability Insurance = £5 million</p> <p>Product Liability Insurance = £2 million</p> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>	
7.2	<b>Data protection</b>	
7.2(a).	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	
7.2(b).	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>• to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>• to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>• to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>• to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>• to maintain records of personal data processing activities; and</li> <li>• to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	
7.3	<b>Health and Safety</b>	
7.3 (a)	<p>Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). Please use no more than 500 words.</p> <p>See supporting Document</p>	

**PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 (Regulation 113)**

<b>7.5</b>	Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.	
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**PUBLIC AND PRIVATE SECTOR CONTRACTS**

<b>7.6 (a)</b>	<p>(a) Please provide the percentage of invoices<sup>7</sup> paid by you to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods<sup>8</sup>. This should include the percentage of invoices paid within each of the following categories:</p> <ol style="list-style-type: none"> <li>1. within 30 days: 92%</li> <li>2. in 31 to 60 days: 7%</li> <li>3. in 61 days or more: &lt;1%</li> <li>4. due but not paid by the last date for payment under agreed contractual terms.</li> </ol> <p>We pay all invoices within the terms set out by our suppliers, without fail. Where settlement discount is available, we will take it. Of our invoices, 92% are paid within 30-days, and 7% are paid within 31-60 days. Less than one-percent are paid in more than 60-days, but only in the instance where we are offered extended terms, such as 120-days.</p> <p>It is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. If you do wish to cross refer, please provide details and/or insert link(s).</p>	
<b>7.6 (b)</b>		
<b>7.6 (c)</b>	<p>(b) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why.</p> <p>(c) If you are unable to demonstrate that ≥95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods please provide an action plan for improvement which includes (as a minimum) the following:</p> <ul style="list-style-type: none"> <li>● Identification of the primary causes of failure to pay: <ul style="list-style-type: none"> <li>○ 95% of all supply chain invoices within 60 days; and</li> <li>○ if relevant under question 6.4(b), all invoices within agreed terms.</li> </ul> </li> <li>● Actions to address each of these causes.</li> <li>● A mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent).</li> <li>● A plan signed off by your director</li> <li>● Plan published on its website (this can be a shorter, summary plan).</li> </ul> <p>If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it should contain the above features</p> <p><b>Note:</b> if you are required to submit an action plan under question 6.4(c), this action plan must also set out steps to address your payment within agreed terms, in order to achieve a pass for question 6.4 (c).</p>	

<sup>7</sup>This should include all situations where payments are due; not all payments involve an invoice (see FAQs). You should explain this in the tender documents

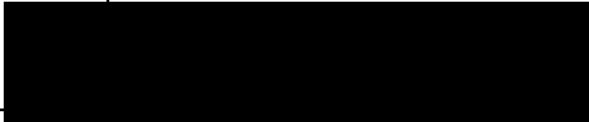
<sup>8</sup>You should explain in the tender documents what a reporting period is by referring to the BEIS Guidance:  
<https://www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements>

7.7	<b>Carbon Reduction</b>	
7.7 (a)	Please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting	
7.7 (b)	Provide a link to your most recently published Carbon Reduction Plan here:	
7.7 (c)	Please confirm that your organisation is taking steps to reduce your GHG Emissions over time and is publicly committed to achieving Net Zero by 2050	
7.7 (d)	Please provide your current Net Zero Target Date:	
7.7 (e)	Supplier Emissions Declaration	
7.7 (e) (i)	Baseline Year:	
7.7 (e) (ii)	Scope 1 emissions:	
7.7 (e) (iii)	Scope 2 emissions:	
7.7 (e) (iv)	Scope 3 emissions:	
7.7 (f) (i)		
7.7 (f) (ii)	Current/Most Recent Reporting Year:	
7.7 (f) (iii)	Scope 1 emissions:	
7.7 (f) (iv)	Scope 2 emissions:	
	Scope 3 emissions:	
7.10	<b><u>Tackling Modern Slavery in Supply Chains</u></b>	
	<p>Where the supplier is a commercial organisation subject to Section 54 of the Modern Slavery Act 2015, (with a turnover of £36 million)</p> <p>Please confirm that you have:</p> <ul style="list-style-type: none"> <li>• complied with the requirements contained within Section 54 of the Modern Slavery Act 2015 and associated guidance including information relating to: <ul style="list-style-type: none"> <li>a. the organisation's structure, its business and its supply chains;</li> <li>b. its policies in relation to slavery and human trafficking;</li> <li>c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;</li> <li>d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;</li> <li>e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;</li> <li>f. the training and capacity building about slavery and human trafficking available to its staff; or</li> </ul> </li> </ul>	



- where the bidder is a non-UK supplier, the bidder must have provided a link to an equivalent statement or document which demonstrates information relating to a-f above. Yes/No

Alternatively, if neither of the above are met, but the bidder provides a satisfactory explanation and assurances that either requirement will be met before contract award, this will be sufficient to pass the selection criterion but will be verified prior to contract award.



**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

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

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

I am aware of the consequences of serious misrepresentation.

Signature (electronic is acceptable)

Date

**Contact details of those making the declaration**