



ROC 047(2) - CDM CO-ORDINATION SERVICE FRAMEWORK

To manage its obligations under the Construction (Design and Management) Regulations 2007, the Council wishes to appoint Consultants to provide CDM Co-ordination services for a wide range of capital and revenue projects.

These may consist of one or more Consultants, up to a maximum of three, in each of the following designated project value bands:-

£0 - £50k	£50k - £100k	£100k - £250k	£250k - £500k
£500k - £1M	£1M - £3M	£3M - £10M	£10M - £25M

Tender documentation has been prepared and includes a matrix of CDM Co-ordination services against a band of project values. Tenderers are invited to submit all inclusive lump sum fee bids against each element of the matrix.

Tenderers may tender for one, more than one or all of the above project value bands. You must however tender for all of the required services for each of the value bands you are tendering for.

This Contract will be a period of one year commencing in 1 September 2011.

It is likely that the annual fee generated by this commission will be in the order of £75,000 to £100,000, but this cannot be assessed with any degree of certainty at the present time.

Suitably qualified and experienced Consultants are invited to apply by email or letter for copies of the Tender documentation from
Procurement Manager, Shropshire Council, Shirehall, Shrewsbury, SY2 6ND,
(Tel No 01743 252993) Email procurement@shropshire.gov.uk

Completed Tenders are to be returned by noon on Friday 17 June 2011.

personal info

1 April 2011

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

**ROC 047(2) – CDM CO-ORDINATOR SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

I enclose a copy of a Tender Notice relating to the above contract.

If you wish to be considered to be invited to tender, please read the Notice carefully and follow the required procedure by emailing for tender documents to _____, Procurement Manager, Resources Directorate, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (email: procurement@shropshire.gov.uk) as soon as possible.

Your completed tender must be returned so that it is received by 12 noon on 17 June 2011 at the latest.

Yours faithfully

Procurement Manager

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date as email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for:

Email: procurement@shropshire.gov.uk

Roc 047(2)

Dear Sirs

**ROC 047(2) – CDM CO-ORDINATOR SERVICES FRAMEWORK
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Framework Conditions Document
5. 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'. 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 17 June 2011**, 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

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Tenders **cannot** be accepted if:

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

Freedom of Information

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

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

Other Details

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

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

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

Yours faithfully

Procurement Manager
Enc



INSTRUCTIONS TO TENDERERS

***ROC 047(2)
CDM CO-ORDINATOR SERVICES
FRAMEWORK***

Shropshire Council Instructions to Tenderers

Contract Description

Shropshire Council is seeking to set up a framework arrangement with more than one contractor to manage its obligations under the Construction (Design and Management) Regulations 2007 for a wide range of projects. The framework will be set up under the following separate band categories:-

£0 - £50k

£50k - £100k

£100k - £250k

£250k - £500k

£500k - £1m

£1m - £3m

£3m - £10m

£10m - £25m

Tenderers may tender for one or more or all of the above project value bands. Tenderers must however tender for all of the required services for each of the value bands you are tendering for.

The framework arrangements will commence on 1 September 2011 and be in place for a one year period.

Tenders must be submitted in accordance with the following conditions and instructions to tender. Any tenders not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

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1.0 Invitation to Tender

You are invited to tender for the provision of CDM Co-ordinator Services and become part of a framework of service providers in specific value band categories who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for a initial period of 1 year commencing on 1 September 2011.

Tenders are to be submitted in accordance with the General Terms and Conditions, the Framework Conditions Document and the instructions outlined within this document.

2.0 Terms and Conditions

Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the General Terms and Conditions, the Framework Conditions Document and the Conditions contained in these Instructions to Tender unless the Council shall previously have expressly agreed in writing to the contrary.

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 subject to the provisions of the Framework Conditions Document.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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.

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.

3.2 Tender Preparation and Costs

Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.3 Requirements

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.

The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying him/herself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

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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.

3.4 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.

3.5 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.

3.6 Tender Submission

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, 17 June 2011. One hard copy and one CD copy of your Tender Response Document must be returned**

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.

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.

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.

3.7 Queries

Any queries arising in relation to this invitation to tender should be raised with Procurement Manager, Shropshire Council, tel 01743 252993 or email procurement@shropshire.gov.uk quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than 10 June 2011.

4.0 Confidentiality and Freedom of Information

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.

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

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.

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.

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.

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.

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.

5.0 Non-Canvassing

Any Tenderer who 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 shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

6.0 Collusive Tendering

Any Tenderer who:

- (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; or

Shall (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) be disqualified. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

7.0 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.

8.0 Award of Contract

8.1 Award Criteria

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

8.2 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.

8.3 Acceptance

The Tender documentation including, the General Terms and Conditions of Contract, the Framework Conditions Document, 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 for the provision of CDM Co-ordinator Services.

The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the framework arrangement being 1 September 2011.

9.0 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.

10. 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



Framework Conditions Document

**ROC 047 (2)
CDM Co-ordinator Service Framework**

**Please read all 9 pages carefully before completing the
Framework Response Document.**

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A. Tender Scope, Parameters and Information

Contract Description:

To manage its obligations under the Construction (Design and Management) Regulations 2007, the Council wishes to appoint Consultants to provide CDM Co-ordination services for a wide range of capital and revenue projects.

Tender documentation includes a matrix of CDM Co-ordination services against a band of project values. Tenderers are invited to submit all inclusive lump sum fee bids against all services for the Project Value Bands, as set out in Section H of the Tender Response Document, that they wish to be considered for.

This Contract will be for a period of one year commencing in September 2011.

It is likely that the annual fee generated by this commission will be in the order of £90,000 to £110,000, but this cannot be assessed with any degree of certainty at the present time.

B. Service Categories and Project Value Bands

The Framework Service Categories and the Project Value Bands are as indicated in the table included in the Tender Response Document at Section H. Tendering Consultants will be asked to provide in their Tender submissions the All inclusive Lump Sum Fees for the various Project Value Bands that they wish to be considered for.

It should be noted that:

Should there be insufficient cover in a given project value band, then the Council may require consultants from the next highest project value band to provide the services required.

The Work Value Bands £0 to £2K and £2K to £30K may include work packages within domestic housing properties, small holdings and agricultural premises.

C. Procurement Process

This is a single-stage tender process following which successful contractors will be invited onto the various Frameworks.

It should be noted that the Council may appoint one or more, up to a maximum of three, Consultants in each project value band, where this is done work packages will be equally divided by quantity.

Please note, acceptance onto the Framework for a given project value band will be based on the evaluation of the information provided relative to that project value band and that acceptance onto one project value band will not automatically confer acceptance to other project value bands.

Unsuccessful applicants will be informed and may seek feedback from the Council.

The following timetable is indicative and gives approximate dates for each stage of the tender process:

	Stages	Date (approximate)
1.	Invitation and Issue of Tender Documents to Participants	1 May 2011
2.	Tender return date	Noon 17 June 2011
3.	Contract start date	1 Sept 2011

D. Framework Operation Process

The project value band utilised for Consultant selection will be based on the estimated project value at the time of appointing/seeking tenders, and will not be reconsidered following the receipt of project tenders.

The services required will be defined within a CDM Co-ordination Commission issued to the Consultant for each project by the Client Service on behalf of the Employer, it should be noted that not all services, as defined in the pricing matrix, will be necessarily commissioned on every project, the above CDM-C Commission document will indicate which services are required on each given project.

The allocation of work packages will be in accordance with the award of the various project value bands, where more than one Consultant has been appointed to a given project value band then the work package allocation will be equally divided by quantity.

Consultants may also be required to further tender for work packages at the higher values on a project by project basis. The award criteria to be used following the receipt of the mini-tenders under the framework will be based on price and delivery.

E. Consultant Performance Evaluation – KPI's

The Council will operate a Performance Monitoring System for Consultants working under this Framework, to enable the recording of and to act on, under performance in respect of Consultants/projects.

The system will be a RAG traffic light system for all projects over £2,000 in value. A Consultant who perform adequately and in accordance with our requirements will be recorded as 'Green', all Consultants will start with a Green status by default.

The Monitoring Areas will generally be, but are not restricted to

1. Health and Safety
2. Quality
3. Programme
4. Cost

Examples of issues that could lead to a RoC being raised are repeated instances of:-

failures to produce timely H & S Plans/Manuals, H & S lapses on sites, unacceptable work, insufficient provision of resources, inadequate programming, failure to adhere to timescales, untimely provision of final accounts.

If validated concern is raised by a Supervising Officer in respect of one of the identified monitoring areas a 'Registration of Concern' rating will be raised and the Consultant will be issued with a Notice to Improve

If a serious incident or serious non performance occurs in respect of one of the identified monitoring areas then a 'Second Amber' status notification will be recorded.

Example:- Warnings issued for Health & Safety lapses on site during the project would warrant a "RoC" rating.

A rating status can be notified at any time during the project but one will be recorded as a minimum at Practical Completion (if it is an Amber or Red, otherwise a Green will be assumed).

The system process steps;

1. Registration of Concern Issue to the Consultant an "Improvement Notice" recording the issues and giving the opportunity to improve. Issue of RoC will be by email or fax.
2. First Amber Issue to the Consultant a "Warning Notice" recording the issues, previous Notifications and requiring immediate improvement. Issue of First Amber will be by a formal letter.
3. Second Amber Issue to the Consultant a "Final Warning Notice" recording the issues, previous Notifications and requiring immediate improvement under threat of Framework suspension, for six months or until improvement can be proven to the satisfaction of Property Services, whichever is the shorter period, and requiring the Consultant to attend a formal meeting to explain why no improvement has been made. Issue of Second Amber will be by formal letter.
4. Red Issue to the Consultant a "Suspension Notice" recording the issues, previous notifications and advising of Framework suspension for six months or until improvement can be proven to the satisfaction of Property Services, whichever is the shorter period Issue of Red will be by formal letter.

Under exceptional circumstances an issue may be notified and recorded which would warrant an immediate "Red" notification being issued, similarly two Amber notifications in the same monitoring area can result in the same.

Notwithstanding the above the recognised options available under the Terms & Conditions of contracts will still be available to the Council.

The above system will form part of the feedback process that will provide input into the Council's Key Performance Indicator system (KPI) together with Client Satisfaction feedback and Contract Administrator/Employers Agent evaluation.

F. Award Criteria

The protocols that will be used in evaluating the tenders received will be based on the following parameters;

All Project Value Bands – will be evaluated on Lump Sum Fees + Time Charge rates + quality of service and weighted 50% price - 50% quality.

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 and 'weighted marked' (award) questions and shows how each section is to be marked.

Where question areas have several elements that are marked as PASS/FAIL then the overall PASS/FAIL of that section will be based on evaluation of the whole section and not individual elements of it.

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.

Certain questions with respect to Insurances and CHAS or equivalent accreditation, are **mandatory requirements** and a fail in respect of any of these items will automatically exclude that tender. Section C 1.1 & 1.2 Section E 1.2.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

Weighted Marked Questions (Quality 50%)

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings:

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

The tender receiving the highest mark for each category, ie Price and Quality, will receive the full % available for that category and other tenders will receive a % that reflects the difference in the marks.

Price Matrix Evaluation (Price 50%)

The apportioning of the marks available for the Price section will be as follows;

Pricing of Project Value Bands - 80%
 Time Charge Rates - 20%

The total costs of the ten services for **each** Project Value Band will be established.

An average Time Charge Rate will be established.

The lowest in **each** of the above eight Project Value Bands will be awarded the full marks for that section; others will be awarded a pro rata mark based on the ratio of their mark to the lowest mark.

The lowest in the above Time Charge Rate will be awarded the full marks for that section; others will be awarded a pro rata mark based on the ratio of their mark to the lowest mark

The marks for **each** of the Project Value Bands will be added to the marks for the Time Charge Rates to produce an overall Price mark for **each** Project Value Band.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 50% (63 marks)		
Section H / Q 1	Service Pricing for each Project Value Range	50 max marks
	Time Charge Rates	13 max marks
Total for price		63 max marks
Quality 50% (63 marks)		
Section H / Q 2	Service Delivery	21 max marks
Section H / Q 3	Support Methodology	14 max marks
Section H / Q 4	Case Study	28 max marks
Total for quality		63 max marks

G. Additional Terms & Conditions

Information provided as required by this Tender will be subject to continual evaluation. Random monitoring of invoices submitted in respect of work allocated will be carried out and checked against Tendered Rates, should any of these indicate that incorrect rates have been

used, then the invoices will be rejected and the Consultant will be required to re-submit his invoice using the correct rates before payment will be authorised. Financial checks will be carried out annually and monitored by Shropshire Council Audit Team, bad financial strength will result in suspension from the Framework.

Cost information provided as part of the Tender Return submission will be deemed to be fixed for a period of one year from the date of award of the Framework.

It is entirely the contractor's responsibility to maintain **mandatory framework requirements** up to date and provide updated evidence of such to the Council, contractors who allow mandatory required elements to lapse, or who fail to provide evidence of renewal to the Council will be suspended from the Framework until such time as these have been renewed and evidence of such provided to the Council.

The Council reserves the right to restrict Consultants invitations to price/tender if it is indicated that they are not competent to do projects for the value bands that they are in, or are providing poor performance on projects within that value band, and ultimately remove Consultants from the Framework should this prove necessary.

Consultants and their employees must report to the premises offices or receptions whenever they are visiting sites to 'book-in', and ensure they 'book-out' when leaving sites on all occasions.

Consultants must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.

IDENTITY PASSES

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

GENERAL HEALTH AND SAFETY

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

- Fire Precautions Act 1971
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations 1981
- Electricity at Work Regulations 1989
- Construction (Head Protection) Regulations 1989
- Environmental Protection Act 1989
- The Control of pollution Act 1990
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 1995
- Confined Space Regulations 1997
- Lifting Operations & Lifting Equipment Regulations 1998
- Provision & Use of Work Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999

The Fire Precautions (Workplace) (Amendment) Regulations 1999
Control of Substances Hazardous to Health Regulations 2002
Control of Noise at Work Regulations 2005
Working at Height Regulations 2005
The Control of Asbestos at Work Regulations 2006
Construction and Design Management Regulations 2007

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

INDEPENDENT SAFEGUARDING AUTHORITY

When the ISA (Independent Safeguarding Authority) is fully operational Consultants must ensure that all members of staff are registered through the ISA. Written confirmation must be supplied to the Council.

H. TYPES OF CONTRACT: INDUSTRY STANDARDS

Work package values up to £50k will be procured against a Shropshire Council official order and will be in accordance with the Council's General Terms and Conditions.

Work values between £50k and £140k will be procured against a Council official order referencing a particular Form of Contract.

Work values over £140k will be procured against Formal Contracts.

The following are some standard types of Contracts and Agreements that may be applicable to the type of works awarded under this Framework Agreement.

Shropshire Council will seek to use the current version of these standard contracts where appropriate.

A copy of the Council's mandatory clauses is included in this tender pack, these may or may not be specifically referred to in the chosen standard form contract.

- RIBA CDM Co-ordinator's Services 2009, (SS-CDM-07)
- RIBA Standard Conditions of Appointment 2010: Consultant

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF

GOODS SERVICES AND WORKS

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

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

1. **DEFINITIONS**

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

'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 Agreement” of	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 indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11. THE COUNCIL'S OBLIGATIONS

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

12. WARRANTIES

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

13 INDEMNIFICATION

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14. TERMINATION AND CANCELLATION

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

- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

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

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

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

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or

- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17. INDEPENDENT CONTRACTORS

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

18. SEVERABILITY

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

19. ASSIGNING AND SUB-CONTRACTING

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

- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20. WAIVER

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

21. HAZARDOUS GOODS

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

22. NOTICES

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

23. CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.

- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

- 23A.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.

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32. FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
 - 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- a) confirm or deny that information is held by the other party, or
 - b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33. SAFEGUARDING(W) (Z)

33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.

33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

34 SUSTAINABILITY

34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37. RIGHTS OF THIRD PARTIES

37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38. ENTIRE AGREEMENT

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

39. FORCE MAJEURE

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

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

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

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

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

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

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

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

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

40. GOVERNING LAW AND JURISDICTION (W)

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

41. COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contractor shall ensure that:

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

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

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor'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 [<i>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)</i>];
"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



Tender Response Document

ROC 047 (2) CDM Co-ordination Service Framework

Name of TENDERING
ORGANISATION
(please insert)

One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON 17 June 2011

Shropshire Council Tender Response Document

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:
Technical Support Manager, Property Services, Tel 01743 253434 or via email quoting the contract reference to

2. Tenderers must also complete, sign and return;

the declaration at the back of the Instruction to Tenderers Document

the four certificates in Sections A1 to A4 of this document.

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.

Filling in the Document

The form has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked.

Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO

All other questions require you to input text, numbers, or tick boxes. Any financial figures you give should be stated in £'s.

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.

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You must sign all 4 certificates in sections A1 to A4		
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Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for: CDM Co-ordination Service Framework

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 CDM Co-ordinator services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

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

Section B: Applicant Organisation Details

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

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

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	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	<p>How many years has your company been providing CDM Co-ordinator services?</p> <p>..... years</p>	
2.5	Total number of employees: _____	
2.6	<p>Total number of employees engaged solely in the provision of CDM Co-ordinator services?</p> <p>_____</p>	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <u>This is a mandatory requirement</u>	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 <u>This is a mandatory requirement</u>	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

<u>Company</u>			Accounts Enclosed
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	
2007/08	£.....	£.....	YES/NO
2008/09	£.....	£.....	YES/NO
2009/10	£.....	£.....	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 CDM Co-ordinator services, in the last three financial years. **(Please insert figures – do not refer to attached accounts)**

<u>Year</u>	Turnover in relation to CDM Co-ordinator services
2007/08	£.....
2008/09	£.....
2009/10	£.....

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

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

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="459 264 1038 456"> <thead> <tr> <th colspan="2" data-bbox="847 264 975 293">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 304 842 371">No. of accidents reported under RIDDOR last year</td> <td data-bbox="842 293 1038 371"></td> </tr> <tr> <td data-bbox="467 383 842 450">No. of accidents reported under RIDDOR this year</td> <td data-bbox="842 371 1038 450"></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total							
No. of accidents reported under RIDDOR last year							
No. of accidents reported under RIDDOR this year							
1.13	<p>Does your company consult with employees on health and safety? If YES, please give details below.</p>	YES/NO					
1.14	Will you be using any sub contractors as part of this contract?	YES/NO					
1.15	If YES to 1.14 please give details of who your sub contractors are.						
1.16	If YES to 1.14 how do you ensure they are competent with respect to Health & Safety?						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>						

1.18	Do you write Health & Safety Plans?	YES/NO
	If so, provide an example of a recent H & S Plan written by Company personnel.	

2. Equal Opportunities		
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies 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, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005</p>	Enclosed YES/NO

	<ul style="list-style-type: none"> - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	
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 (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	

<p>2.7</p>	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
<p>2.8</p>	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
<p>2.9</p>	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	

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. <p style="text-align: right;">Confirmed</p>	YES/NO
------	--	--------

Section F:
Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 contracts where your company performed the role of CDM Co-ordinator in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required CDM Co-ordinator services.</p>

Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. APS, IOSH, ICS, IIRSM or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	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
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO:EN 9001 ISO:EN 14001 or EU Equivalent.</p>			
	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

1.	Pricing Schedule		
1.1	<u>SERVICES PRICING MATRIX</u>		
0	SERVICE	PROJECT VALUE RANGE	ALL INCLUSIVE LUMP SUM FEE
	Provide evidence of CDMC's own competence; all CDMCs must be Health and Safety qualified and experienced to the standard necessary relative to the proposed projects.	£0 – 50,000	
		£50,001 – 100,000	
		£100,001 – 250,000	
		£250,001 – 500,000	
		£500,001 – 1,000,000	
		£1,000,001 - 3,000,000	
		£3,000,001 – 10,000,000	
		£10,000,001 - 25,000,000	
	Give notice to the HSE (F10).	£0 – 50,000	
		£50,001 – 100,000	
		£100,001 – 250,000	
		£250,001 – 500,000	
		£500,001 – 1,000,000	
		£1,000,001 - 3,000,000	
		£3,000,001 – 10,000,000	
		£10,000,001 - 25,000,000	
	Provide key advice to the Client, including recommendations in relation to the CDM Regulations 2007 and overall Health and Safety project management.	£0 – 50,000	
		£50,001 – 100,000	
		£100,001 – 250,000	
		£250,001 – 500,000	
		£500,001 – 1,000,000	
		£1,000,001 - 3,000,000	
		£3,000,001 – 10,000,000	
		£10,000,001 - 25,000,000	
	Provide Health and Safety competence assessment of Designers and Contractors.	£0 – 50,000	
		£50,001 – 100,000	
		£100,001 – 250,000	
		£250,001 – 500,000	
		£500,001 – 1,000,000	
		£1,000,001 - 3,000,000	
		£3,000,001 – 10,000,000	
		£10,000,001 - 25,000,000	

Collate relevant pre-construction information for transmittal to the appropriate Parties.	£0 – 50,000	
	£50,001 – 100,000	
	£100,001 – 250,000	
	£250,001 – 500,000	
	£500,001 – 1,000,000	
	£1,000,001 - 3,000,000	
	£3,000,001 – 10,000,000	
	£10,000,001 - 25,000,000	
Liaise with all Designers and ensure they are giving adequate regard to Health and Safety during design development.	£0 – 50,000	
	£50,001 – 100,000	
	£100,001 – 250,000	
	£250,001 – 500,000	
	£500,001 – 1,000,000	
	£1,000,001 - 3,000,000	
	£3,000,001 – 10,000,000	
	£10,000,001 - 25,000,000	
Liaise with the Principal Contractor with regard to the construction Health and Safety Plan, the content of the Project Health and Safety File, and any on-going design works.	£0 – 50,000	
	£50,001 – 100,000	
	£100,001 – 250,000	
	£250,001 – 500,000	
	£500,001 – 1,000,000	
	£1,000,001 - 3,000,000	
	£3,000,001 – 10,000,000	
	£10,000,001 - 25,000,000	
Advise the Client on the suitability of the construction phase Health and Safety File.	£0 – 50,000	
	£50,001 – 100,000	
	£100,001 – 250,000	
	£250,001 – 500,000	
	£500,001 – 1,000,000	
	£1,000,001 - 3,000,000	
	£3,000,001 – 10,000,000	
	£10,000,001 - 25,000,000	
Ensure co-ordination and co-operation between Designers and Contractors regarding Health and Safety issues and on-going design during the construction phase	£0 – 50,000	
	£50,001 – 100,000	
	£100,001 – 250,000	
	£250,001 – 500,000	
	£500,001 – 1,000,000	
	£1,000,001 - 3,000,000	
	£3,000,001 – 10,000,000	
	£10,000,001 - 25,000,000	

1.2	Ensure the Project Health and Safety File is prepared and delivered to the Client in an agreed format.	£0 – 50,000	
		£50,001 – 100,000	
		£100,001 – 250,000	
		£250,001 – 500,000	
		£500,001 – 1,000,000	
		£1,000,001 - 3,000,000	
		£3,000,001 – 10,000,000	
		£10,000,001 - 25,000,000	
	State the hourly rates applicable for time charge work if required, by various grades of Staff.	CDM Co-ordinator	
		Asst CDM Co-ordinator	
Administrative Assistant			

2.	Service Delivery	
2.1	Provide full details of the staff directly employed by your Company and qualified to specifically provide CDM Co-ordination services. Please include work history, qualifications and CV's. <i>(Qualified means able to meet the requirements of Appendix 4 of the Construction (Design and Management) Regulations 2007 Approved Code of Practice - L144 Managing Health and Safety in Construction when acting as CDM Coordinator).</i>	
2.2	Who would be appointed from your Company to undertake the CDM Co-ordination services for Shropshire Council and what position in your company do they hold.	

2.3	If your Company employs external Consultants or indirect employees to provide any aspects of CDM Co-ordination services, describe the criteria that you use for appointment to ensure competency.	
3.	Support Methodology	
3.1	Describe what support resources and reference publications etc that you have and how you provide them to benefit those providing CDM Co-ordinator roles.	
3.2	Describe your relationship with the HSE and how this direct access link works in practise to benefit all parties in the delivery of CDM Co-ordinator services.	
4.	Case Study	
4.1	Provide a Case Study of a previously undertaken project demonstrating how you would apply the CDM Regulations methodology to projects undertaken by Shropshire Council. This should include a detailing of steps to be taken, measures to be ensured and identify any significant risk items that may cause delay on projects or risk being in breach of the Regulations.	



Tender Response Document

ROC 047 (2) CDM Co-ordination Service Framework

Name of TENDERING
ORGANISATION
(please insert)

Cyril Sweett Limited

One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON 17 June 2011

Shropshire Council Tender Response Document

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:
Technical Support Manager, Property Services, Tel 01743 253434 or via email quoting the contract reference to

2. Tenderers must also complete, sign and return;

the declaration at the back of the Instruction to Tenderers Document

the four certificates in Sections A1 to A4 of this document.

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.

Filling in the Document

The form has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked.

Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO <input checked="" type="radio"/>

All other questions require you to input text, numbers, or tick boxes. Any financial figures you give should be stated in £'s.

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.

Contents

Section	Description	Page
A1	Form of Tender	4
A2	Non-Canvassing Certificate	5
A3	Non-Collusive Tendering Certificate	6
A4	Declaration of Connection with Officers or Elected Members of the Council	7
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	8
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	12
E	Health & Safety and Equal Opportunities	13
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
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Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for: CDM Co-ordination Service Framework

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 CDM Co-ordinator services 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 16 June 2011

Designation:

Company: Cyril Sweett

Address Tower North Central
9th Floor, Merrion Way
Leeds.

Post Code LS2 8PA

Tel No 0113 244 2069

Fax No 0113 290 6530

E-mail address

Web address www.cyrilsweett.com

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1)

Status

Signed (2)

Status

(For and on behalf of Cyril Sweett

Date 16 June 2011

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)

tatus

(For and on behalf of Cyril Sweett

Date 16 June 2011

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

Signed (2)

tatus

(For and on behalf of Cyril Sweett

Date 16 June 2011

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Cyril Sweett Address: 9 th Floor, Tower North Central Merrion Way Leeds Postcode: LS2 8PA Tel: 0113 244 2069 Email:	
1.2	Registered name (if different from above): Cyril Sweett Limited Registered Office Address: 60 Grays Inn Road London Postcode: WC1X 8AQ Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: 9 th Floor, Tower North Central Merrion Way Leeds Postcode: LS2 8PA Tel: 0113 244 2069 Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>
1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i> If No, Please confirm you are an enterprise which employs more than 250	NO YES

	people	
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2.	Company History/Background	
2.1	Date Company established: The company was initially established in 1928. Cyril Sweett Limited became a private limited company on 25 July 2007.	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Cyril Sweett Group plc Registered Address: 60 Gray's Inn Road London Postcode: WC1X 8AQ Registration Number:	
2.4	How many years has your company been providing CDM Co-ordinator services? /	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of CDM Co-ordinator services?	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <u>This is a mandatory requirement</u>	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Zurich Insurance plc Date policy taken out Expiry date of the policy 29 June 2011 Policy number/reference Conditions/Exceptions 	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance <u>This is a mandatory requirement</u>	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Zurich Insurance plc Date policy taken out Expiry date of the policy 29 June 2011 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																				
2.	Financial Details																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (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</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Account s Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit</u>		2007/08			YES	2008/09			YES	2009/10			YES
<u>Company</u>			Account s Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit</u>																				
2007/08			YES																			
2008/09			YES																			
2009/10			YES																			
2.2	<p>Please show below your company’s turnover in the provision of CDM Co-ordinator services, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;">Turnover in relation to CDM Co-ordinator services</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td></td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td></td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures</p>		<u>Year</u>	Turnover in relation to CDM Co-ordinator services	2007/08		2008/09		2009/10													
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2007/08																						
2008/09																						
2009/10																						

	required)
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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. Not applicable	

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	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or an equivalent?</p> <p><i>(Equivalent relates to those as defined as being mutually recognised under the arrangement with Safety Schemes In Procurement, SSIP ie EXOR and NHBC)</i></p> <p><u>This is a mandatory requirement</u></p>	YES
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p> <p>Reference No: (None on certificate)</p> <p>Date accreditation expires or is to be renewed: 8 February 2012</p>	

	Please tick here if a copy of certificate attached	<input checked="" type="checkbox"/>
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	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.)	
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.	
1.10	Does your company monitor: (a) Accidents	YES

	(b) Ill health caused by work (c) Health & Safety Performance	YES YES
1.11	Does your company have a health & safety management system? Please give details below:	YES

<p>1.12</p>	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="459 734 1038 931"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td style="text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
<p>1.13</p>	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	<p>YES</p>						

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 with respect to Health & Safety? Not applicable	
1.17	Where do you get your competent health and safety advice?	

1.18	Do you write Health & Safety Plans?	YES
	<p>If so, provide an example of a recent H & S Plan written by Company personnel.</p> <p>An example has been provided in the additional documents section.</p>	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	Do you have an Equal Opportunities Policy or statement which complies 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, gender, sexual orientation, religion or belief or age?	Enclosed YES

	<ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	

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	<p>If YES to 2.3, please give details.</p> <p>Not applicable</p>	
2.5	<p>In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?</p>	NO
2.6	<p>If YES to 2.5, please give details.</p> <p>Not applicable</p>	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Cyril Sweett does not include the wording that it is an equal opportunities employer in its advertisements. It is illegal to discriminate on the basis of sex, colour, marital status, race, nationality or ethnic or national origin, religion, sexual orientation or disability, and as a professional and law abiding organisation Cyril Sweett respects this and does not feel the need to advertise that it abides by employment law.</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p>	<p>YES</p> <p>YES</p> <p>NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>Is it the policy of Cyril Sweett and any sub-contractors acting as employers with us to comply with the statutory obligations under the following legislation:</p> <ul style="list-style-type: none"> • Race Relations Act 1976 and all subsequent amendments • Equal Pay Act 1970 and all subsequent amendments • Sex Discrimination Act 1995 & 2005 • Employment Equality (Religion or Belief) Regulations 2003 • Employment Equality (Sexual Orientation) Regulations 2003 • Employment Equality (Age) Regulations 2006 • Equality Act 2006 	

	<p>Please see the copy of our equal opportunity policy and recruitment policy included in this section.</p> <p style="text-align: right;">e</p>
<p>2.9</p>	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Yes. Please also refer to “Dignity and Respect” policy provided in the additional documents section.</p>
<p>2.10</p>	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>
	<p style="text-align: right;">YES/NO</p>

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 contracts where your company performed the role of CDM Co-ordinator in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1				<p>Cyril Sweett is currently providing CDM Coordinator and Site Waste Management Coordinator services across the Trust's complete property portfolio. This involves working on listed buildings, new build and refurbishments. Projects we are currently working on include</p> <ul style="list-style-type: none"> • Chancellor Wing entrance alterations • Privacy and Dignity improvements – Estate Wide • New Renal Department – Leeds General Infirmary • Alterations to Children's Day Case Theatres – Leeds General Infirmary • Alterations to ECHO and Cardiac outpatients – Leeds General Infirmary • Refurbishment of Ward 54 – Leeds General Infirmary • St James Hospital– chapel 	March 2009 – 2013 - Ongoing 4 Year Framework

				<p>refurbishment, Renal HDU, Clinical Skills,</p> <ul style="list-style-type: none"> Leeds General Infirmary – children’s day case unit, Echo Cardio Unit, Ward 54, Vascular Labs 	
2				<p>Approval to proceed with enabling works on this project has recently been granted by Welsh Assembly Government, which will see the construction of a new A&E unit, a 14-bed clinical decision unit, three new operating theatres, a new maternity ward plus improvements to outpatients department, internal refurbishments, an on-site car park and park and ride scheme to allow the project to progress. Cyril Sweett is currently providing CDM co-ordinator services in respect the project.</p>	2007 – 2013
3				<p>Management of the Trust capital programme, delivering project management, cost management and CDM co-ordinator services for the Trust; the majority of the projects are procured through ProCure21.</p> <p>The main role acting as the Trust’s project manager on a variety of ProCure21 schemes</p>	2008 – 2011

				<p>currently running on the hospital site. The role comprises developing project briefs/employer's requirements, establishing budgets, preparing room data sheets, involvement in design development, change control, design reviews, contract administration, global project cost reporting, value engineering, risk management, tracking and reporting progress, managing site progress meetings, quality assurance, snagging and certification of handover. Current and recently completed projects include:</p> <ul style="list-style-type: none"> • multi story car park • aseptic pharmacy • oncology and haematology • medical records • endoscopy refurbishment • data storage • new wards and ward refurbishments • isolation wards (positive and negative pressure) electrical infrastructure • coronary care • radiology theatre refurbishments etc 	
4				<p>Cyril Sweett is working closely with North East Wales NHS Trust to provide a state-of-the-art new mental</p>	2007 – 2011

				health facility at Wrexham Maelor Hospital. The new unit will provide bedrooms, assisted cooking areas, activity hall, relaxation areas and staff facilities.	
5				Cyril Sweett is working closely with Betswi Cadwaladr University Health Board and the supply chain partnership to provide new electrical infrastructure and copper pipe replacements including some element of ward refurbishments to the hospital, which over the years has had numerous extensions, increased equipment needs etc on the site. The new electrical infrastructure and copper pipe replacement will provide the hospital with a robust infrastructure to support the immediate needs along with an element of future development.	2008 – 2011
6				Cyril Sweett has been commissioned to undertake a unique role at the University. The role consists of co-ordinating all CDM C co-ordinators appointed on University of Leeds projects to ensure they take into account other projects that	May 2009 – July 2010, Extended by Granville Cheetham H&S Manager - Ongoing CDM C Framework & Site Lead CDM

				<p>will be carried out at the university of the next three years. The basis of this role is to ensure compliant health and safety on all projects, to minimise conflicts between projects and to deliver a consistent service to the University. The role includes for a 12 months full time on site presence providing Site Lead CDM Coordinator with an option to extend this to two years, currently extended for 4 Months due to reduction in the Capital expenditure.</p> <p>In addition to the above we have further Design Office appointments for the following:</p> <ul style="list-style-type: none"> • Innovation City & Multi Storey Car Park Leeds • University of Leeds St Mark's Accommodation • Site Wide DDA Improvements • Public Realm Works to Main Student Circulation Areas • Physics Deck Re-organisation • EC Stoner Refurbishment • Oxley Hall - Grade II Listed Building Window Replacements 	<p>C Framework – 2 yrs plus Site Lead CDM C ongoing</p>
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				<ul style="list-style-type: none"> • Site Wide Wireless Network Upgrade 	
7				<p>We have now worked on five major housing PFI projects, at various stages of procurement with Regenter/Great Places Group, all of which include a mix of housing type, facility and tenure. Existing ongoing projects include Gateway to Oldham PFI (c£90m), Salford Pendleton housing PFI (£180m), Little London, Beeston Hill and Holbeck PFI schemes in Leeds (c£150m). We are also committed to four further schemes including a specific extra care PFI project.</p>	2006 – ongoing
8				<p>The Independent Living Project forms a major part of a modernisation programme which aims to significantly improve accommodation, housing-related support and care services for adults with learning disabilities or mental health needs and disabled children. The objective of this PFI project is to transform residential services to provide the maximum opportunity for service users to live as independently as possible. The</p>	2006 – 2011

				<p>project will provide a range of flats, houses and bungalows in 73 buildings constructed on 39 sites around the Leeds area over a three year period. The new properties with residential management and care provision will make a tremendous difference to the lives of service users who previously lived in 13 hostels. It allows them to live closer to their own communities in smaller, less institutional and more independent settings.</p>	
9				<p>Taylor Young was approached by the Inspiral consortium, led by Great Places and Rok, to bid for the above housing PFI. The nature of the work was for the refurbishment of existing rental properties, namely low rise houses and high rise flats, on two estates which would be transferred to the successful HA, and the construction of new build rental properties on four other sites in the area, all to be managed by the same successful HA; there was an allowance for houses for private sale.</p> <p>Taylor Young was commissioned to provide a number of services; masterplanning and urban design, site layouts, new build house-types design,</p>	2008 – ongoing

				refurbishment proposals for existing stock, public consultation, and local authority negotiation.	
10				<p>The 264 acre area two miles east of Manchester City Centre includes approximately 2,200 houses owned by the Manchester City Council. It includes all of Miles Platting, and parts of Ancoats and Collyhurst, covering an area from the border of Ancoats Urban Village and New Islington to Hulme Hall Lane, Oldham Road and Bradford Road. The project entails demolition of around 30% of properties in the poorest state of repair and suffering from low demand. These are council houses, mostly built in the sixties and seventies.</p> <p>The remaining units are currently undergoing refurbishment. The project forms part of the wider East Manchester regeneration area, where the Commonwealth Games, New Deal for Communities and other schemes have brought millions of pounds of improvements to people's homes, the environment and local facilities. Cyril Sweett provide currently the services of the CDM co-ordinator along with being</p>	2007 – 2012

				Chairperson for the monthly Safety Forum between the Housing Management Team of Adactus, Principal Contractor Lovell, Client Representative and various interested parties which have included Local Fire Brigade, TLO's etc.	
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2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required CDM Co-ordinator services.</p>

Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. APS, IOSH, ICS, IIRSM or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	Company	Individual	See additional documents for all certificates.	
		Individual		
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES

1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO:EN 9001 ISO:EN 14001 or EU Equivalent.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
			Lloyds Register Quality Assurance	4 Sep 09	31 Jul 12
	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	<u>SERVICES PRICING MATRIX</u>		
0		PROJECT VALUE RANGE	ALL INCLUSIVE LUMP SUM FEE
	Provide evidence of CDMC's own competence; all CDMCs must be Health and Safety qualified and experienced to the standard necessary relative to the proposed projects.		
	Give notice to the HSE (F10).		
	Provide key advice to the Client, including recommendations in relation to the CDM Regulations 2007 and overall Health and Safety project management.		
	Provide Health and Safety competence assessment of Designers and Contractors.		

	<p>Collate relevant pre-construction information for transmittal to the appropriate Parties.</p>		
	<p>Liaise with all Designers and ensure they are giving adequate regard to Health and Safety during design development.</p>		
	<p>Liaise with the Principal Contractor with regard to the construction Health and Safety Plan, the content of the Project Health and Safety File, and any on-going design works.</p>		
	<p>Advise the Client on the suitability of the construction phase Health and Safety File.</p>		
	<p>Ensure co-ordination and co-operation between Designers and Contractors regarding Health and Safety issues and on-going design during the construction phase</p>		

1.2	Ensure the Project Health and Safety File is prepared and delivered to the Client in an agreed format.		
	State the hourly rates applicable for time charge work if required, by various grades of Staff.		

2.	Service Delivery	
2.1	<p>Provide full details of the staff directly employed by your Company and qualified to specifically provide CDM Co-ordination services. Please include work history, qualifications and CV's. (Qualified means able to meet the requirements of Appendix 4 of the Construction (Design and Management) Regulations 2007 Approved Code of Practice - L144 Managing Health and Safety in Construction when acting as CDM Coordinator).</p> <p>The health and safety team across the group has a mixture of health and safety qualifications as well as various industry related qualifications these range from:</p>	

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2.2	<p>Who would be appointed from your Company to undertake the CDM Co-ordination services for Shropshire Council and what position in your company do they hold.</p> <div data-bbox="558 1765 868 1883" style="border: 1px solid black; padding: 2px; margin: 10px auto; width: 150px;">[Redacted]</div> <div data-bbox="558 1888 868 2007" style="border: 1px solid black; padding: 2px; margin: 10px auto; width: 150px;">[Redacted]</div> <div data-bbox="225 2011 523 2130" style="border: 1px solid black; padding: 2px; margin: 10px auto; width: 150px;">[Redacted]</div> <div data-bbox="558 2011 868 2130" style="border: 1px solid black; padding: 2px; margin: 10px auto; width: 150px;">[Redacted]</div> <div data-bbox="900 2011 1198 2130" style="border: 1px solid black; padding: 2px; margin: 10px auto; width: 150px;">[Redacted]</div>	
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2.3	<p>If your Company employs external Consultants or indirect employees to provide any aspects of CDM Co-ordination services, describe the criteria that you use for appointment to ensure competency.</p>	
3.	Support Methodology	
3.1	<p>Describe what support resources and reference publications etc that you have and how you provide them to benefit those providing CDM Co-ordinator roles.</p>	

3.2	Describe your relationship with the HSE and how this direct access link works in practise to benefit all parties in the delivery of CDM Co-ordinator services.	
4.	Case Study	
4.1	Provide a Case Study of a previously undertaken project demonstrating how you would apply the CDM Regulations methodology to projects undertaken by Shropshire Council. This should include a detailing of steps to be taken, measures to be ensured and identify any significant risk items that may cause delay on projects or risk being in breach of the Regulations.	



Tender Response Document

ROC 047 (2) CDM Co-ordination Service Framework

Name of TENDERING
ORGANISATION
(please insert)

DEREK EVANS (HEALTH & SAFETY) LTD

One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON 17 June 2011

Shropshire Council Tender Response Document

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:
Technical Support Manager, Property Services, Tel 01743 253434 or via email quoting the contract reference to

2. Tenderers must also complete, sign and return;

the declaration at the back of the Instruction to Tenderers Document

the four certificates in Sections A1 to A4 of this document.

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.

Filling in the Document

The form has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked.

Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES <input type="radio"/> NO <input checked="" type="radio"/>

All other questions require you to input text, numbers, or tick boxes. Any financial figures you give should be stated in £'s.

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.

Contents

Section	Description	Page
A1	Form of Tender	4
A2	Non-Canvassing Certificate	5
A3	Non-Collusive Tendering Certificate	6
A4	Declaration of Connection with Officers or Elected Members of the Council	7
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	8
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	12
E	Health & Safety and Equal Opportunities	13
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
H	Tender Schedule	23

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for: CDM Co-ordination Service Framework

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 CDM Co-ordinator services 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

Signed Name

Date 15 June 2011

Designation

Company Derek Evans (Health & Safety) Ltd

Address 28 Birmingham Road

Walsall

West Midlands

Post Code WS1 2LT

Tel No 01922 703900

Fax No 01922 703930

E-mail address

Web address www.dep.uk.com

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 Derek Evans (Health & Safety) Ltd)

Date 15 June 2011

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:

#We certify that this is a bona fide Tender, intended to be competitive and that #We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

#We also certify that #We have not done and undertake that #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 Derek Evans (Health & Safety) Ltd)

Date 15 June 2011

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

Signed (2) .. Status

(For and on behalf of Derek Evans (Health & Safety) Ltd)

Date 15 June 2011

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Derek Evans (Health & Safety) Ltd Address: 28 Birmingham Road Walsall Postcode: WS1 2LT Tel: 01922 703900 Email: _____	
1.2	Registered name (if different from above): Registered Office Address: Baker Tilly St Phillips Point Temple Row Birmingham Postcode: B2 5AF Company registration number: _____	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: 28 Birmingham Road Walsall Postcode: WS1 2LT Tel: 01922 703900 Email: _____	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>

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

2.	Company History/Background	
2.1	Date Company established:	15 August 1995
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing CDM Co-ordinator services?	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of CDM Co-ordinator services?	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <u>This is a mandatory requirement</u>	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Zurich Commercial Date policy taken out 27 January 2011 Expiry date of the policy 28 January 2012 / 17 September 2011 Policy number/reference Conditions/Exceptions	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance <u>This is a mandatory requirement</u>	YES
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Zurich Commercial Date policy taken out 27 January 2011 Expiry date of the policy 28 January 2012 Policy number/reference Conditions/Exceptions	

1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	YES See Appendix B																				
2. Financial Details																						
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) – See Appendix L</p> <p>Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="304 902 1406 1301"> <thead> <tr> <th colspan="3" data-bbox="304 902 1241 994"><u>Company</u></th> <th data-bbox="1241 902 1406 994">Accounts Enclosed</th> </tr> <tr> <th data-bbox="304 994 448 1086"><u>Year</u></th> <th data-bbox="448 994 868 1086"><u>Turnover</u></th> <th data-bbox="868 994 1241 1086"><u>Profit(Loss)</u></th> <th data-bbox="1241 994 1406 1086"></th> </tr> </thead> <tbody> <tr> <td data-bbox="304 1086 448 1151">2008</td> <td data-bbox="448 1086 868 1151"></td> <td data-bbox="868 1086 1241 1151"></td> <td data-bbox="1241 1086 1406 1151">YES</td> </tr> <tr> <td data-bbox="304 1151 448 1216">2009</td> <td data-bbox="448 1151 868 1216"></td> <td data-bbox="868 1151 1241 1216"></td> <td data-bbox="1241 1151 1406 1216">YES</td> </tr> <tr> <td data-bbox="304 1216 448 1301">2010</td> <td data-bbox="448 1216 868 1301"></td> <td data-bbox="868 1216 1241 1301"></td> <td data-bbox="1241 1216 1406 1301">YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008			YES	2009			YES	2010			YES
<u>Company</u>			Accounts Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2008			YES																			
2009			YES																			
2010			YES																			
2.2	<p>Please show below your company's turnover in the provision of CDM Co-ordinator services, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="405 1581 1302 1924"> <thead> <tr> <th data-bbox="405 1581 552 1686"><u>Year</u></th> <th data-bbox="552 1581 1302 1686">Turnover in relation to CDM Co-ordinator services</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 1686 552 1778">2008</td> <td data-bbox="552 1686 1302 1778"></td> </tr> <tr> <td data-bbox="405 1778 552 1870">2009</td> <td data-bbox="552 1778 1302 1870"></td> </tr> <tr> <td data-bbox="405 1870 552 1924">2010</td> <td data-bbox="552 1870 1302 1924"></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Year</u>	Turnover in relation to CDM Co-ordinator services	2008		2009		2010													
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2008																						
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2010																						

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	<p>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.</p> <p>Not Applicable</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>Not Applicable</p>

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<p>YES</p> <p>See Appendix C</p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or an equivalent?</p> <p><i>(Equivalent relates to those as defined as being mutually recognised under the arrangement with Safety Schemes In Procurement, SSIP ie EXOR and NHBC)</i></p> <p><u>This is a mandatory requirement</u></p>	<p>YES</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p> <p>Reference No: Not Applicable</p> <p>Date accreditation expires or is to be renewed: 5 January 2012</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	<p>See Appendix D</p>

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	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.	
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 health & safety management system? Please give details below:	YES

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="467 712 1050 907"> <thead> <tr> <th colspan="2" data-bbox="858 712 986 741" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 741 858 824">No. of accidents reported under RIDDOR last year</td> <td data-bbox="858 741 1050 824" style="text-align: center;">0</td> </tr> <tr> <td data-bbox="467 824 858 907">No. of accidents reported under RIDDOR this year</td> <td data-bbox="858 824 1050 907" style="text-align: center;">0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
1.13	<p>Does your company consult with employees on health and safety? If YES, please give details below.</p>	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 with respect to Health & Safety?							

1.17	Where do you get your competent health and safety advice?	
1.18	Do you write Health & Safety Plans?	YES
	If so, provide an example of a recent H & S Plan written by Company personnel	See Appendix E

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies 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, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p>	

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 (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	

	Please see our response to Question 2.2. and Appendix F	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES

Section F: Contract Experience and References

Contract Experience and References					
1.	Please list below up to a maximum of 10 contracts where your company performed the role of CDM Co-ordinator in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
1.1	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1				New Build	Dec 10 – Dec 11
2				New Build	Jun 11 – Feb 12
3				Replacement School	Sep 10 – Mar 12
4				Replacement School	Sep 10 – Mar 12
5				New Extra Care Scheme	Apr 11 – Apr 13
6				Replacement Window Contract	Nov 10 – Jun 11
7				Alterations to Dealership	May 11 – Apr 12
8				New Homes	Jan 11 – Mar 12
9				Alterations	Jun 10 – Aug 10
10				Extension of School	Jul 09 – Mar 10

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required CDM Co-ordinator services.</p>

commercial info

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Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. APS, IOSH, ICS, IIRSM or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
			May 2008 May 2008	Sept 2011
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES See Appendix H
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO:EN 9001 ISO:EN 14001 or EU Equivalent.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
				Jan 1997 July 2009
				Dec 2011 Dec 2011
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES See Appendix I

<p>Collate relevant pre-construction information for transmittal to the appropriate Parties.</p>	
<p>Liaise with all Designers and ensure they are giving adequate regard to Health and Safety during design development.</p>	
<p>Liaise with the Principal Contractor with regard to the construction Health and Safety Plan, the content of the Project Health and Safety File, and any on-going design works.</p>	
<p>Advise the Client on the suitability of the construction phase Health and Safety File.</p>	
<p>Ensure co-ordination and co-operation between Designers and Contractors regarding Health and Safety issues and on-going design during the construction phase</p>	

1.2	Ensure the Project Health and Safety File is prepared and delivered to the Client in an agreed format.	
	State the hourly rates applicable for time charge work if required, by various grades of Staff.	

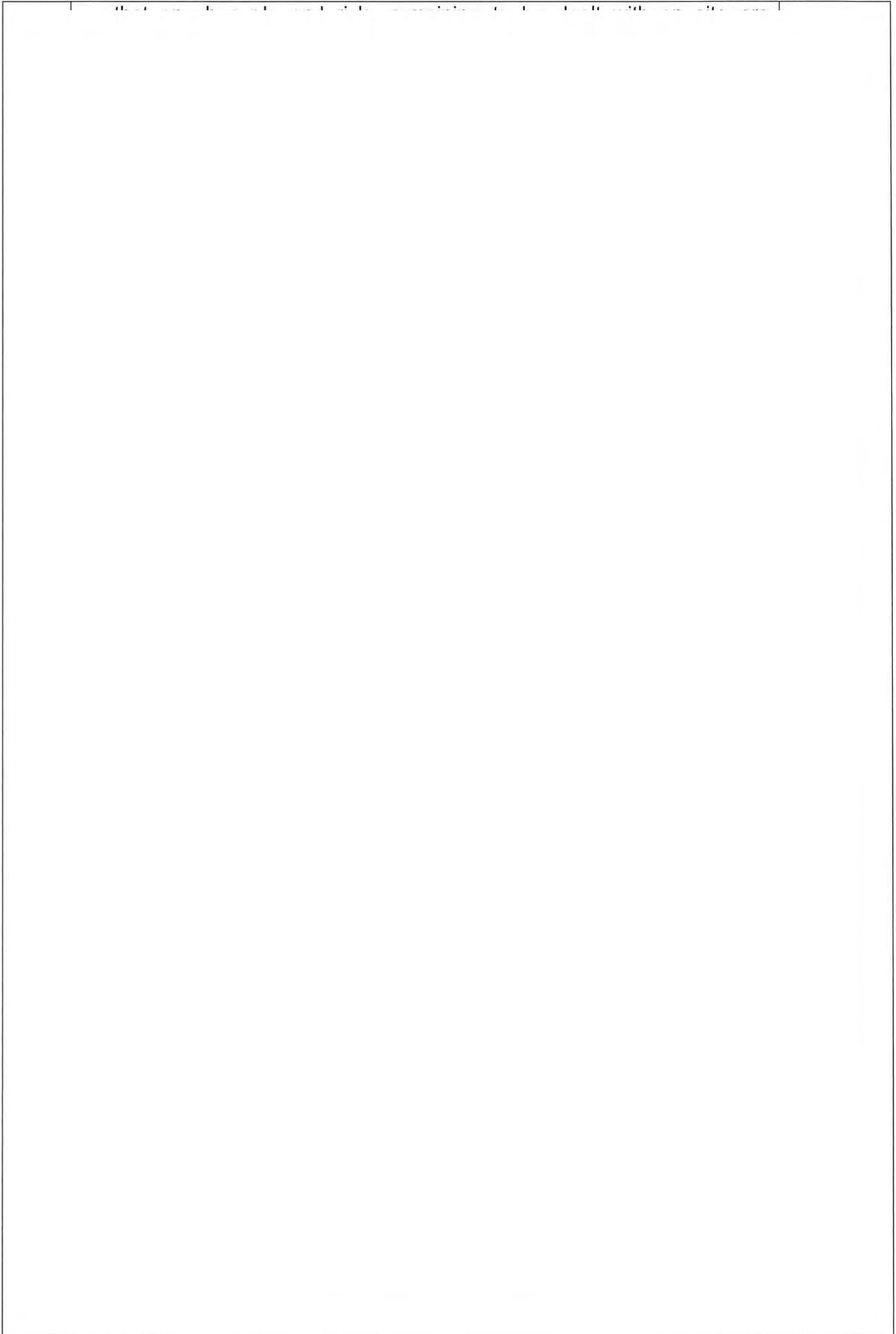
2. Service Delivery	
2.1	<p>Provide full details of the staff directly employed by your Company and qualified to specifically provide CDM Co-ordination services. Please include work history, qualifications and CV's. <i>(Qualified means able to meet the requirements of Appendix 4 of the Construction (Design and Management) Regulations 2007 Approved Code of Practice - L144 Managing Health and Safety in Construction when acting as CDM Coordinator).</i></p> <p>See Appendix J</p>
2.2	<p>Who would be appointed from your Company to undertake the CDM Co-ordination services for Shropshire Council and what position in your company do they hold.</p>

2.3	<p>If your Company employs external Consultants or indirect employees to provide any aspects of CDM Co-ordination services, describe the criteria that you use for appointment to ensure competency.</p>	
3.	Support Methodology	
3.1	<p>Describe what support resources and reference publications etc that you have and how you provide them to benefit those providing CDM Co-ordinator roles.</p>	

3.2	Describe your relationship with the HSE and how this direct access link works in practise to benefit all parties in the delivery of CDM Co-ordinator services.	
4.	Case Study	
4.1	Provide a Case Study of a previously undertaken project demonstrating how you would apply the CDM Regulations methodology to projects undertaken by Shropshire Council. This should include a detailing of steps to be taken, measures to be ensured and identify any significant risk items that may cause delay on projects or risk being in breach of the Regulations.	

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commercial info





Tender Response Document

ROC 047 (2) CDM Co-ordination Service Framework

**Name of TENDERING
ORGANISATION**



One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON 17 June 2011

Shropshire Council Tender Response Document

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Technical Support Manager, Property Services, Tel 01743 253434 or via email quoting the contract reference to

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the four certificates in Sections A1 to A4 of this document.

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.

Filling in the Document

The form has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked.

Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO <input checked="" type="radio"/>

All other questions require you to input text, numbers, or tick boxes. Any financial figures you give should be stated in £'s.

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.

Contents

Section	Description	Page
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A2	Non-Canvassing Certificate	5
A3	Non-Collusive Tendering Certificate	6
A4	Declaration of Connection with Officers or Elected Members of the Council	7
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	8
C	Financial & Insurance Information	10
D	Outstanding Claims & Contract Terminations	12
E	Health & Safety and Equal Opportunities	13
F	Contract Experience and References	20
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Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for: CDM Co-ordination Service Framework

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 CDM Co-ordinator services 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 **14/06/2011**

Designation **Director**

Company **Fox~Robinson**

Address: **The Quadrant, Sealand Road, Chester, CH1 4QR**

Tel No **01244 371344**

E-mail address

Web address **www.foxrobinson.net**

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

We hereby certify that 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 us or acting on our behalf has done any such act.

We further hereby undertake that 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 u or acting on our behalf will do any such act.

Signed (1) 

Signed (2)

For and on behalf of Fox~Robinson

Date: **16/06/2011**

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:

We certify that this is a bona fide Tender, intended to be competitive and that We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

We also certify that I/We have not done and undertake that 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)

Signed (2)

For and on behalf of Fox~Robinson

Date: **09/05/2011**

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 relationships or connections

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)

Signed (2)

For and on behalf of Fox~Robinson

Date: **16/06/2011**

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: <p style="text-align: center;">Fox~Robinson</p> Address: The Quadrant Sealand Road Chester CH1 4QR Tel: 01244 371344 Email:	
1.2	Registered name (if different from above): <p style="text-align: center;">Abbey Health and Safety Ltd</p> Registered Office Address: <p style="text-align: center;">Glynnon House Northop Road Flint CH6 5QG</p> Company Registration Number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: <p style="text-align: center;">The Quadrant Sealand Road Chester CH1 4QR</p> Tel: 01244 371344 Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>

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

2.	Company History/Background	
2.1	<p>Date Company established: 12/02/2004</p> <p>Please see our certificate attached in the Financial and Insurances Section.</p>	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	<p>YES/ NO</p>
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name: N/A</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing CDM Co-ordinator services?	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of CDM Co-ordinator services?	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance <u>This is a mandatory requirement</u>	<input checked="" type="radio"/> YES /NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Sennet Professional Indemnity Date policy taken out 13/05/2011 Expiry date of the policy 12/05/2012 Policy number/reference Conditions/Exceptions	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance <u>This is a mandatory requirement</u>	<input checked="" type="radio"/> YES /NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company Sennet Professional Indemnity Date policy taken out 13/05/2011 Expiry date of the policy 12/05/2012 Policy number/reference Conditions/Exceptions	
1.3	Please enclose photocopies of your Certificates of Insurance	<input checked="" type="radio"/> Enclosed

	duly signed as authentic copies of the originals Please see our attached certificates in the Financial and Insurances Section.	<input checked="" type="radio"/> YES /NO																				
2. Financial Details																						
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (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</p> <table border="1" data-bbox="295 869 1391 1267"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£</td> <td>£</td> <td><input checked="" type="radio"/> YES /NO</td> </tr> <tr> <td>2008/09</td> <td>£</td> <td>£</td> <td><input checked="" type="radio"/> YES /NO</td> </tr> <tr> <td>2009/10</td> <td>£</td> <td>£</td> <td><input checked="" type="radio"/> YES /NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required) Please see the attached accounts in the Financial and Insurances Section. Year 1 Year 2 Year3</p>		<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	£	£	<input checked="" type="radio"/> YES /NO	2008/09	£	£	<input checked="" type="radio"/> YES /NO	2009/10	£	£	<input checked="" type="radio"/> YES /NO
<u>Company</u>			Accounts Enclosed																			
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2008/09	£	£	<input checked="" type="radio"/> YES /NO																			
2009/10	£	£	<input checked="" type="radio"/> YES /NO																			
2.2	<p>Please show below your company’s turnover in the provision of CDM Co-ordinator services, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1648 1289 1995"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to CDM Co-ordinator services</th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td>£</td> </tr> <tr> <td>2008/09</td> <td>£</td> </tr> <tr> <td>2009/10</td> <td>£</td> </tr> </tbody> </table>		<u>Year</u>	Turnover in relation to CDM Co-ordinator services	2007/08	£	2008/09	£	2009/10	£												
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2007/08	£																					
2008/09	£																					
2009/10	£																					

	(If exact figures are not available please provide your best estimate of the figures required)
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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 <input checked="" type="radio"/>
1.2	If YES to 1.1 please provide further details. <p style="text-align: center; color: blue;">N/A</p>	

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. <p style="color: blue;">We have had no contracts terminated in the last 3 years nor since the formation of our company</p>	
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. <p style="color: blue;">We have had no fines, penalties or deductions in the last 3 years nor since the formation of our company</p>	

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p> <p>Please see the attached Health and Safety Policy in the Health and Safety Section.</p>	<p>(YES/NO)</p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or an equivalent?</p> <p><i>(Equivalent relates to those as defined as being mutually recognised under the arrangement with Safety Schemes In Procurement, SSIP ie EXOR and NHBC)</i></p> <p><u>This is a mandatory requirement</u></p>	<p>(YES/NO)</p>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p>	

	Reference No: Date accreditation expires or is to be renewed: 16/09/2011 Please tick here if a copy of certificate attached <input checked="" type="checkbox"/> Please see the attached CHAS Certificate in the Certificates Section.	
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). N/A	
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.) Please see the attached risk assessment for CDMC duties and other examples in the Health and Safety Section.	
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 the attached Training Matrix in the Health and Safety Section.	
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 health & safety management system?	YES /NO

	<p>Please give details below:</p>							
<p>1.12</p>	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="459 1104 1038 1296"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td style="text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							
<p>1.13</p>	<p>Does your company consult with employees on health and safety? If YES, please give details below.</p> <p>Please find attached a copy of our most recent health and safety meeting minutes, found in the Health and Safety Section.</p>	<p style="text-align: center;">YES NO</p>						
<p>1.14</p>	<p>Will you be using any sub contractors as part of this contract?</p>	<p style="text-align: center;">YES/ NO</p>						
<p>1.15</p>	<p>If YES to 1.14 please give details of who your sub contractors are. N/A</p>							
<p>1.16</p>	<p>If YES to 1.14 how do you ensure they are competent with respect to Health &</p>							

	Safety?	N/A
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	
1.18	<p>Do you write Health & Safety Plans?</p> <p>If so, provide an example of a recent H & S Plan written by Company personnel.</p> <p>All documents relating to this can be found in the CDM Examples section, please click this link.</p>	<p>YES /NO</p>

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p>	

	<p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p>Useful links for guidance & Information - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
<p>2.1</p>	<p>Do you have an Equal Opportunities Policy or statement which complies 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, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 <p>Please find all relevant documentation under the equality and diversity section. Please note that our documentation makes reference to the Equality Act 2010 which replaces most of the above legislation.</p>	<p>Enclosed <input checked="" type="radio"/> YES <input type="radio"/> NO</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disable persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	

		ff
<u>Please find all relevant documentation under the equality and diversity section.</u>		
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/ <input checked="" type="radio"/> 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 (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/ <input checked="" type="radio"/> NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p>	<input checked="" type="radio"/> YES/NO <input checked="" type="radio"/> YES/NO <input checked="" type="radio"/> YES/NO

	<p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p> <p><u>Please find all relevant documentation under the equality and diversity section.</u></p>	
<p>2.8</p>	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p><u>Please find all relevant documentation under the equality and diversity section.</u></p>	
<p>2.9</p>	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p><u>Please find attached our grievance procedure under the equality and diversity section.</u></p>	

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. <p style="text-align: center;">Confirmed</p>	N/A
------	---	-----

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 contracts where your company performed the role of CDM Co-ordinator in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1				Framework agreement Approximately 40 projects, mainly schools but some commercial building refurbishments and fit-outs	August 2007 – July 2009 (but continued to Nov 2010)
2				Overcladding and refurbishment of a quarter- mile long dockside warehouse (also several other projects for this client in the last three years)	Oct 2009 – August 2010
3				Refurbishment of an existing Council property for conversion to a university commercial Centre (also several other projects for this client in the last three years)	Oct 2010 – May 2011
4				Window Replacement to The Public Health Laboratory	March – May 2009

				(also several other projects for this client in the last three years)	
5				Refurbishment of Dobson Footbridge a historical iron footbridge	Sept 2009 – March 2010
6		£		Major structural alterations and refurbishment of a university building (also several other projects for this client in the last three years)	March 2009 – Oct 2009
7		£		Structural alterations to engineering manufacturing jigs in a live environment (also several other projects for this client in the last two years)	March 2011 – July 2012 Ongoing
8		£		Structural alterations and refurbishment including new roof to a retail premises in Wrexham town centre	October 2010 – June 2011

9	
10	

£	Structural alterations and refurbishment	Feb 2011 – June 2011
£	Two-storey extension to provide library and resource centre	Jan 2011 ongoing

Please note we have included a sample of references from some of our clients which can be found under the Additional References Section:

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required CDM Co-ordinator services.</p>

Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. APS, IOSH, ICS, IIRSM or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
			May 2011	May 2012
			Sept 2009	Sept 2011
			01/07/2006	31/03/2012
			Aug 2007	Jan 2012
			15/02/2011	14/02/2012
			1984	Nov 2011
			2002	31/08/2011
			2004	N/A
			May 2009 & Oct 2009	N/A
			01/07/2006	31/03/2012
			Aug 2007	Jan 2012

				15/02/2011	14/02/2012
				Dec 2009	Nov 2011
				Jan 2011	N/A
				Dec 2009	30/09/2011
				July 2009	July 2011 Renewal in Progress
				July 2009	Jan 2012
				May 2010	N/A
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed
	Please find enclosed evidence of the above in the Certificates section and also in the Professional Memberships in the Technical Expertise Section				
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO:EN 9001 ISO:EN 14001 or EU Equivalent.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
	None				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO

<p>Collate relevant pre-construction information for transmittal to the appropriate Parties.</p>			
<p>Liaise with all Designers and ensure they are giving adequate regard to Health and Safety during design development.</p>			
<p>Liaise with the Principal Contractor with regard to the construction Health and Safety Plan, the content of the Project Health and Safety File, and any on-going design works.</p>			
<p>Advise the Client on the suitability of the construction phase Health and Safety Plan.</p>			

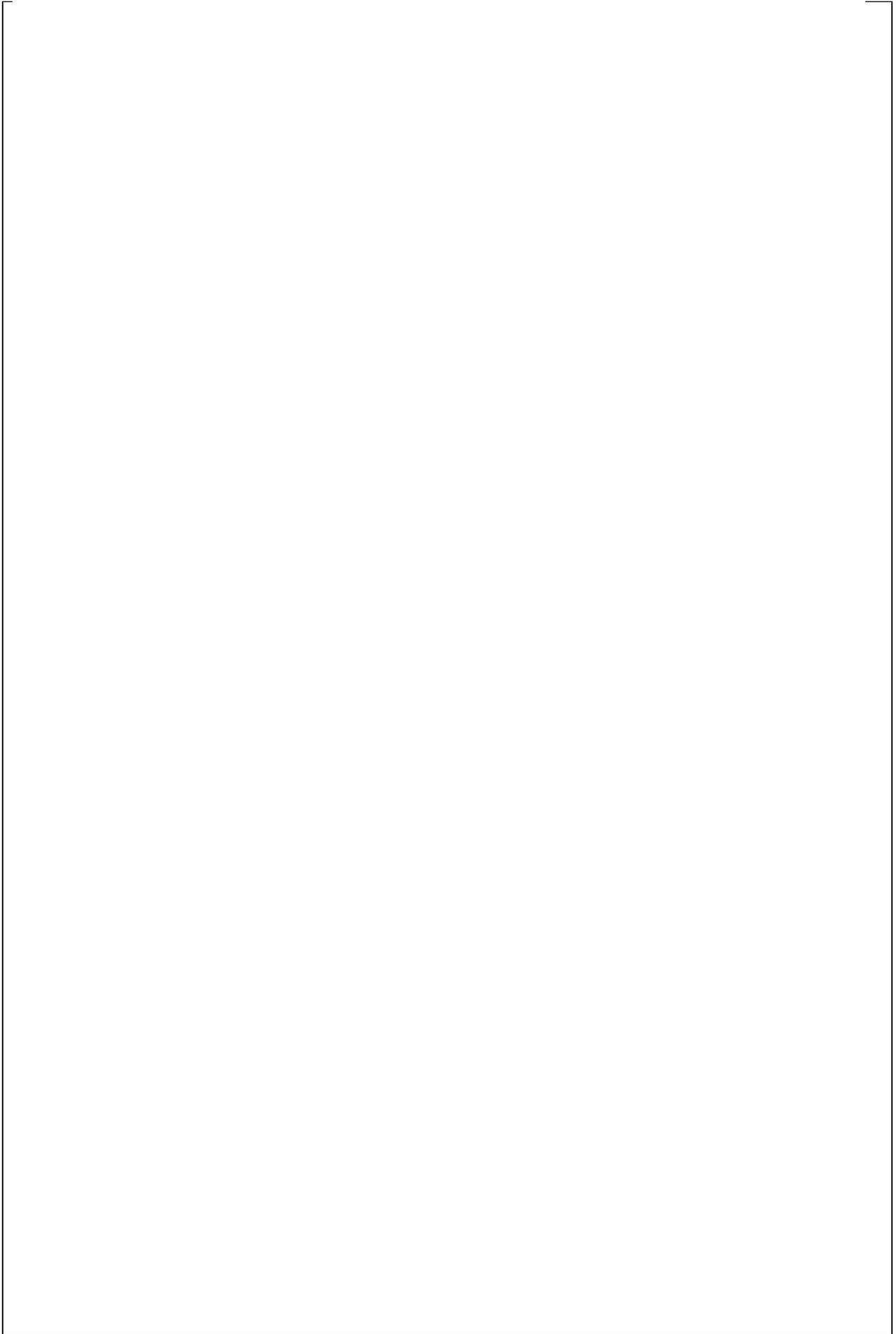
1.2	Ensure co-ordination and co-operation between Designers and Contractors regarding Health and Safety issues and on-going design during the construction phase			
	Ensure the Project Health and Safety File is prepared and delivered to the Client in an agreed format.			
	State the hourly rates applicable for time charge work if required, by various grades of Staff.			

2.	Service Delivery		
2.1	Provide full details of the staff directly employed by your Company and qualified to specifically provide CDM Co-ordination services. Please include work history, qualifications and CV's. <i>(Qualified means able to meet the requirements of Appendix 4 of the Construction (Design and Management) Regulations 2007 Approved Code of Practice - L144 Managing Health and Safety in Construction when acting as CDM Coordinator).</i>		

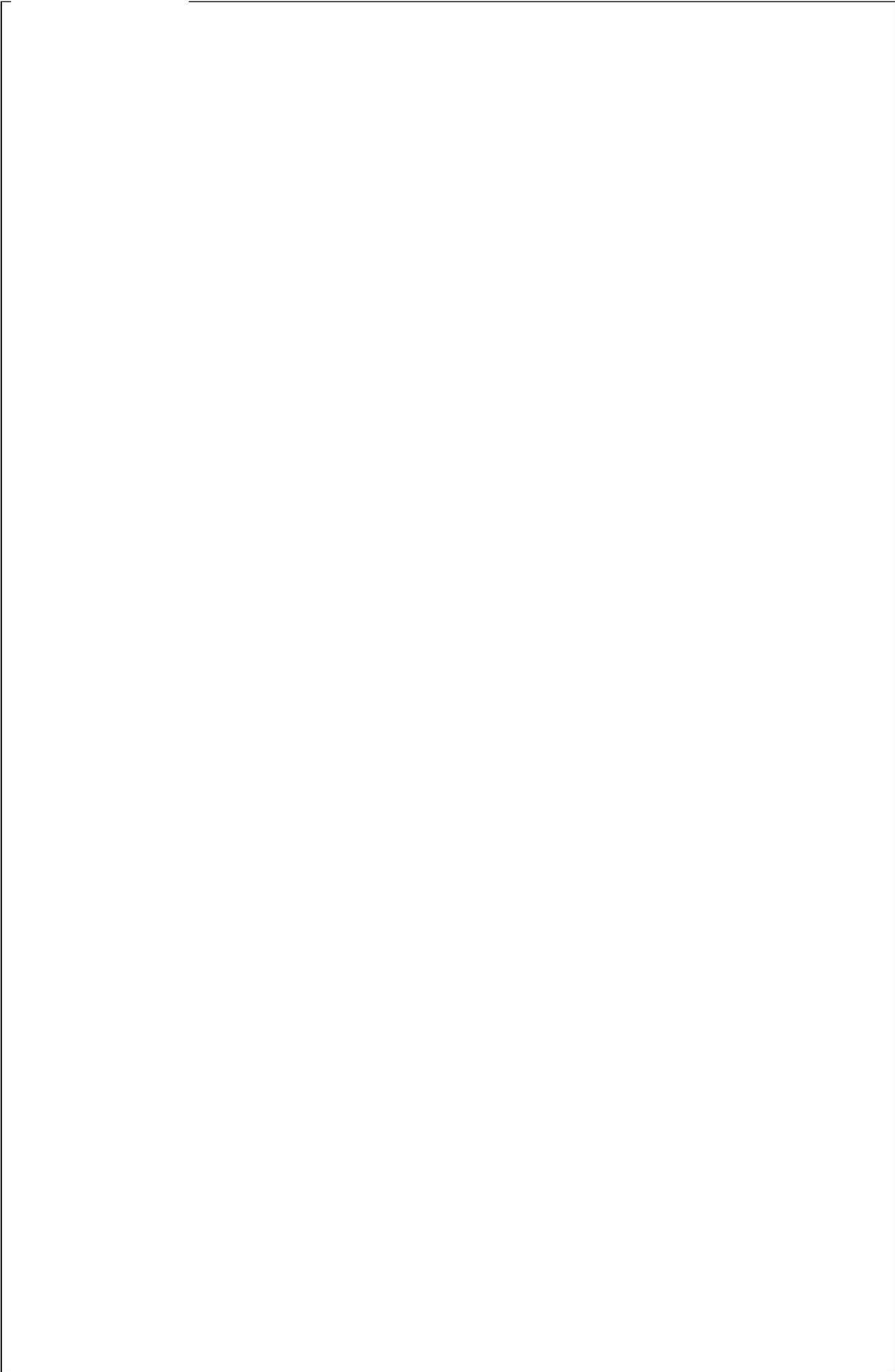
	<p style="text-align: center;">.</p> <p><u>Please find CV's and certificates attached under the Technical Expertise Section</u></p>	
2.2	<p>Who would be appointed from your Company to undertake the CDM Co-ordination services for Shropshire Council and what position in your company do they hold.</p>	
2.3	<p>If your Company employs external Consultants or indirect employees to provide any aspects of CDM Co-ordination services, describe the criteria that you use for appointment to ensure competency.</p> <p>Fox~Robinson do not employ external consultants</p>	
3.	Support Methodology	
3.1	<p>Describe what support resources and reference publications etc that you have and how you provide them to benefit those providing CDM Co-ordinator roles.</p>	

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3.2	Describe your relationship with the HSE and how this direct access link works in practise to benefit all parties in the delivery of CDM Co-ordinator services.	
4.	Case Study	
4.1	Provide a Case Study of a previously undertaken project demonstrating how you would apply the CDM Regulations methodology to projects undertaken by Shropshire Council. This should include a detailing of steps to be taken, measures to be ensured and identify any significant risk items that may cause delay on projects or risk being in breach of the Regulations.	







[Additional Supporting documentation can be found under the CDM Examples which relate to other projects and have been enclosed for other questions e.g E 1.18.](#)

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for: CDM Co-ordination Service Framework

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 CDM Co-ordinator services 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..... *I A M*

Date *17/6/2011*

Designation

Company..... *URS SCOTT WILSON LTD*

Address *SCOTT HOUSE, ALENCON LINK,*
BASINGSTOKE, HANTS

Post Code *RG21 7PP*

Tel No *01256 310200*

Fax No *01256 310201*

E-mail address

Web address *www.urs-scottwilson.com*

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) *URS* Status..... ?
.....
.....

(For and on behalf of URS SCOTT WILSON L70.....)

Date 14/6/2011.....

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 *URS SCOTT WILSON LTD.*

Date *14/6/2011*

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 <u>URS SCOTT WILSON LTD</u>)		
Date <u>14/6/2011</u>	

Section B: Applicant Organisation Details

1.	Applicant Details
1.1	<p>Name of contracting Company/Organisation: URS Scott Wilson Ltd</p> <p>Address: 3 Pemberton House Stafford Court Stafford Park Telford Shropshire</p> <p>Postcode: TF3 3AP</p> <p>Tel: 01952 235600</p> <p>Email:</p>
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: Scott House Alencon Link Basingstoke Hampshire</p> <p>Postcode: RG21 7PP</p> <p>Company registration number:</p>
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: Simon Wilkinson</p> <p>Job title: Associate</p> <p>Correspondence Address: Royal Court Basil Close Chesterfield Derbyshire</p> <p>Postcode: S41 7SL</p> <p>Tel: 01246 209221</p> <p>Email:</p>

1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	<p>Date Company established:</p> <p>Scott Wilson was established as Scott & Wilson, Kirkpatrick & Partners in 1951. The two engineering firms were founded in 1945 and 1924 respectively.</p>	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name: URS Corporation (incorporated in Delaware)</p> <p>Registered Address: 600 Montgomery Street 26th Floor San Francisco California</p> <p>Postcode: 9411102728</p> <p>Registration Number: _____</p>	
2.4	<p>How many years has your company been providing CDM Co-ordinator services?</p> <p>Our Health and Safety Services Team was initially set up in 1995, at the introduction of the original version of the CDM Regulations to provide Planning Supervisor services on Scott Wilson projects. Since then, the team has grown in size to provide services not only to Scott Wilson Design Projects, but also on an independent consultancy basis. In 2007, the team undertook training to ensure that its members were competent to undertake the role of CDM Coordinator</p> <p style="text-align: right;">.... years</p>	
2.5	<p>Total number of employees: ___ _____</p>	
2.6	<p>Total number of employees engaged solely in the provision of CDM Co-ordinator services?</p> <p>_____</p>	

<p>(b)</p>	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company Chartis Insurance UK Ltd</p> <p>Date policy taken out 1 May 2011</p> <p>Expiry date of the policy 1 June 2012</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
<p>1.3</p>	<p>Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals</p>	<p>Enclosed YES/NO</p>

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (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</p> <table border="1" data-bbox="295 853 1393 1249"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td></td> <td></td> <td>YES/NO</td> </tr> <tr> <td>2008/09</td> <td></td> <td></td> <td>YES/NO</td> </tr> <tr> <td>2009/10</td> <td></td> <td></td> <td>YES/NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08			YES/NO	2008/09			YES/NO	2009/10			YES/NO
<u>Company</u>			Accounts Enclosed																		
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2007/08			YES/NO																		
2008/09			YES/NO																		
2009/10			YES/NO																		
2.2	<p>Please show below your company’s turnover in the provision of CDM Co-ordinator services, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1588 1289 1933"> <thead> <tr> <th><u>Year</u></th> <th>Turnover in relation to CDM Co-ordinator services</th> </tr> </thead> <tbody> <tr> <td>2007/08</td> <td></td> </tr> <tr> <td>2008/09</td> <td></td> </tr> <tr> <td>2009/10</td> <td></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to CDM Co-ordinator services	2007/08		2008/09		2009/10													
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2007/08																					
2008/09																					
2009/10																					

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. N/A	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. N/A	

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p> <p>a</p>	YES/NO
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or an equivalent?</p>	YES/NO

	<p><i>(Equivalent relates to those as defined as being mutually recognised under the arrangement with Safety Schemes In Procurement,SSIP ie EXOR and NHBC)</i></p> <p><u>This is a mandatory requirement</u></p>																	
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <table border="1"> <thead> <tr> <th>Accrediting Organisation</th> <th>Reference No</th> <th>Date accreditation expires or is to be renewed</th> <th>Copy certificate attached?</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>May 2013</td> <td>✓</td> </tr> <tr> <td></td> <td></td> <td>November 2011</td> <td>✓</td> </tr> <tr> <td></td> <td></td> <td>November 2011</td> <td>✓</td> </tr> </tbody> </table>	Accrediting Organisation	Reference No	Date accreditation expires or is to be renewed	Copy certificate attached?			May 2013	✓			November 2011	✓			November 2011	✓	
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		May 2013	✓															
		November 2011	✓															
		November 2011	✓															
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES /NO																
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>																	
1.6	<p>Do you routinely carry out Risk Assessments?</p>	YES/ NO																
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p>																	
1.8	<p>Do you have a health and safety training programme for employees?</p>	YES/ NO																
1.9	<p>If YES to 1.8 please state what training has been given.</p>																	

1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
1.11	<p>Does your company have a health & safety management system?</p> <p>Please give details below:</p>	<p>YES/NO</p>

<p>1.12</p>	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <p style="text-align: center;">Total</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td data-bbox="459 315 842 416">No. of accidents reported under RIDDOR last year</td> <td data-bbox="842 315 1038 416"></td> </tr> <tr> <td data-bbox="459 416 842 517">No. of accidents reported under RIDDOR this year</td> <td data-bbox="842 416 1038 517"></td> </tr> </table>		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
No. of accidents reported under RIDDOR last year						
No. of accidents reported under RIDDOR this year						
<p>1.13</p>	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	<p>YES/NO</p>				
<p>1.14</p>	<p>Will you be using any sub contractors as part of this contract?</p>	<p>YES/NO</p>				
<p>1.15</p>	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/A</p>					
<p>1.16</p>	<p>If YES to 1.14 how do you ensure they are competent with respect to Health & Safety?</p> <p>N/A</p>					
<p>1.17</p>	<p>Where do you get your competent health and safety advice?</p>					

1.18	Do you write Health & Safety Plans?	YES/ NO
	If so, provide an example of a recent H & S Plan written by Company personnel.	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p>	

	<p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies 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, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 <p>Please see attached copy of our Equality and Diversity Policy</p>	<p>Enclosed YES/NO</p>
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	
2.3	<p>In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?</p>	<p>YES/NO</p>

2.4	<p>If YES to 2.3, please give details.</p> <p>N/A</p>	
2.5		YES/NO
2.6	<p>If YES to 2.5, please give details.</p> <p>N/A</p>	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p> <p>Please see attached copy of the Equality and Diversity Policy and copy of a recent recruitment advertisement</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>Section 3.5 of the attached Equality and Diversity Policy states that: -</p>	

	<p>which dismissal is the ultimate sanction.”</p>	
<p>2.9</p>	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Please refer to Section 3.6 of the attached Equality and Diversity Policy document.</p>	
<p>2.10</p>	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>N/A</p> <p style="text-align: right;">Confirmed</p>	<p>YES/NO</p>

Section F: Contract Experience and References

1. Contract Experience and References					
1.1 Please list below up to a maximum of 10 contracts where your company performed the role of CDM Co-ordinator in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1			£	Supply, Installation & Commissioning of Signals, Telescan CCTV and Traffic Signs in and around the Medway area consisting of many sites valued at approx £25k per site	May 2010 – May 2011
2			Approx £ /annum	CDM co-ordination on a variety of projects including Highway works and refurbishment of housing stock, various Motorway and road projects	Current contract 2007 to date
3			Approx £ /annum	These projects have included refurbishment of their housing stock and commercial premises, the re-roofing of the Town Hall, structural repairs to the Wellesley Football stand and riverbank repairs. Works on listed buildings have also been a significant part of	2007 - 2010

				the commission and have included structural repairs to the Wintergardens on the promenade and the refurbishment of St Georges Chapel to a theatre. Scott Wilson have also provided CDM Awareness training to key staff and continue to provide adhoc advice on the matter.	
4			£	The scope of works consists of enabling works comprising removal of existing temporary building, construction of the new teaching block, phased refurbishment of the Tower Block, reconfiguration of the Communal Block and associated external works, drainage and infrastructure.	2007 - 2010
5			£	CDM Coordinator for several projects at this medical research site which have included installation of a link bridge, refurbishment of offices and laboratories	2008 - 2010
6			£	Fit-out of several of UK retail outlets including one in the Westgate Shopping Centre in White City. This involved working closely with the design team and the shopping centre management team to ensure health and safety issues were	2008 - 2010

				adequately addressed prior to work commencing. One of the biggest challenges was dealing with an American Client and assisting them in understanding the CDM Regulations in the UK. Other units inc Liverpool, Manchester, Bristol, Blue Water, Brent Cross and Southampton	
7			£	New South Quarter Demolition and residential new build on ex gas works site. Substantial land decontamination, adjacent to railway and retail park. We were appointed as CDM-C by Barratt Kent on this large scale redevelopment. Our role also included reviewing the redirection works being carried out to the River Wandle which passes through the site.	2006 to date
8			Annual Retainer £ Projects £ /annum Training £	The projects involve multi-site operations where Virgin Media acts as the client and designer with the work funded by external clients such as Local Authorities, NHS, BT and Carphone Warehouse. There are circumstances, such as diversionary works, where we act as an arbitrary body in order to resolve issues according to Health and Safety legislation. We also provide CDM training	2007 to date

				for Virgin Media's Project Managers and Designers and provide support and advice to their Health and Safety team assisting in the development of their policies and procedures.	
9			£	<p>St Georges Retreat involved the repair, refurbishment, demolition and new build of the previous convent buildings to provide residential and recreational facilities.</p> <p>The key issues that had to be addressed by the team were that it was an occupied site, change of use, listed buildings and complex phasing on site. As the project has progressed and each phase has been completed the site has become more congested, with many contractors on site. We assisted the client in developing management procedures to ensure that health and safety was paramount on the site.</p>	2007 to date
10			£	<p>Crossrail is a project to build major new railway connections under central London. The project's name refers to the first of two routes which are the responsibility of Crossrail Ltd. (The second route is the Chelsea–Hackney line.) It is based around an entirely new east-west tunnel with a central section from Paddington to</p>	2008 to date

				Liverpool Street station. URS Scott Wilson are providing Design CDM Coordination for two station packages, one portal package and power upgrade works.	
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2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required CDM Co-ordinator services.</p>

commercial info

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Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. APS, IOSH, ICS, IIRSM or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
			<p>1995</p> <p>Jan 2003</p> <p>Apr 2007</p> <p>Jul 2010</p> <p>Feb 2007</p> <p>Oct 2007 Jan 2008</p>	<p>Jan 2012</p> <p>Jan 2012</p> <p>Nov 2011</p> <p>Jul 2011</p> <p>Mar 2012</p> <p>N/A N/A</p>
	Please note that all of the above refer to individual memberships			
	Please provide copies of the certificates you have given above or other proof of the qualifications.		Enclosed YES/NO	

1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO:EN 9001 ISO:EN 14001 or EU Equivalent.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
			Quality Management System for Planning, Engineering, Design, Management and Environmental Consultancy	19 April 2005	18 April 2014
	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	<u>SERVICES PRICING MATRIX</u>																	
0	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">SERVICE</th> <th style="width: 20%; text-align: center;">PROJECT VALUE RANGE</th> <th style="width: 30%; text-align: center;">ALL INCLUSIVE LUMP SUM FEE</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Provide evidence of CDMC's own competence; all CDMCs must be Health and Safety qualified and experienced to the standard necessary relative to the proposed projects.</td> <td style="text-align: center;">£</td> <td></td> </tr> <tr> <td style="padding: 5px;">Give notice to the HSE (F10).</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Provide key advice to the Client, including recommendations in relation to the CDM Regulations 2007 and overall Health and Safety project management.</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">Provide Health and Safety competence assessment of Designers and Contractors.</td> <td></td> <td></td> </tr> </tbody> </table>	SERVICE	PROJECT VALUE RANGE	ALL INCLUSIVE LUMP SUM FEE	Provide evidence of CDMC's own competence; all CDMCs must be Health and Safety qualified and experienced to the standard necessary relative to the proposed projects.	£		Give notice to the HSE (F10).			Provide key advice to the Client, including recommendations in relation to the CDM Regulations 2007 and overall Health and Safety project management.			Provide Health and Safety competence assessment of Designers and Contractors.				
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Provide Health and Safety competence assessment of Designers and Contractors.																		

1.2	Collate relevant pre-construction information for transmittal to the appropriate Parties.	0
	Liaise with all Designers and ensure they are giving adequate regard to Health and Safety during design development.	0
	Liaise with the Principal Contractor with regard to the construction Health and Safety Plan, the content of the Project Health and Safety File, and any on-going design works.	
	Advise the Client on the suitability of the construction phase Health and Safety File.	
	Ensure co-ordination and co-operation between Designers and Contractors regarding Health and Safety issues and on-going design during the construction phase	

		Ensure the Project Health and Safety File is prepared and delivered to the Client in an agreed format.		
		State the hourly rates applicable for time charge work if required, by various grades of Staff.		

2. Service Delivery	
2.1	Provide full details of the staff directly employed by your Company and qualified to specifically provide CDM Co-ordination services. Please include work history, qualifications and CV's.

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2.2	<p>Who would be appointed from your Company to undertake the CDM Co-ordination services for Shropshire Council and what position in your company do they hold.</p>	
2.3	<p>If your Company employs external Consultants or indirect employees to provide any aspects of CDM Co-ordination services, describe the criteria that you use for appointment to ensure competency.</p> <p>Not Applicable</p>	

3.	Support Methodology	
3.1	Describe what support resources and reference publications etc that you have and how you provide them to benefit those providing CDM Co-ordinator roles.	
3.2	Describe your relationship with the HSE and how this direct access link works in practise to benefit all parties in the delivery of CDM Co-ordinator services.	

	<p>M1 Junction 10 – 13 HSR Improvement Scheme During the initial design of this project (which is now under construction), we engaged proactively with the HSE in order to assist with ensuring that the project team was complying with their duties under the CDM Regulations.</p>	
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4.	Case Study	
4.1	<p>Provide a Case Study of a previously undertaken project demonstrating how you would apply the CDM Regulations methodology to projects undertaken by Shropshire Council. This should include a detailing of steps to be taken, measures to be ensured and identify any significant risk items that may cause delay on projects or risk being in breach of the Regulations.</p>	

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commercial info

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personal info

URS Scott Wilson Ltd
Royal Court
Basil Close
CHESTERFIELD
Derbyshire
S41 7SL

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 29 September 2011
My ref: roc 047(2)

Dear Sirs

**ROC 047(2) - PROVISION OF CDM CO-ORDINATION CONSULTANCY SERVICES
FOR AN INITIAL PERIOD OF 12 MONTHS COMMENCING 1 SEPTEMBER 2011**

We confirm that your tender dated 16 June 2011 in relation to the above requirement is accepted as follows:-

- For projects within the following band values only;

£100,001 - £1,000,000 (three Consultants appointed, used by rotation)

£1,000,001 - £25,000,000 (three Consultants appointed, mini tenders requested on individual projects)

Note: The allocation of projects into value bands will be based on the estimated building costs (exclusive of fees) at the time of allocating work packages, no alteration will be made to this allocation following receipt of Project Tenders nor will any adjustment be made to the standard fee rates should the tenders cross into an adjacent project value band.

- As you will note above for all of the project bands for which you have been appointed the Council has appointed more than one consultant. In these value bands either work packages will be equally divided between consultants or you will be required to further tender for work packages on a project by project basis, as indicated. In the three lower value bands, smaller projects where one consultant only is being appointed, Shropshire Council reserve the right to select only the services actually required rather than the complete schedule of services.
- The contract is for the provision of CDM Co-Ordination Consultancy Services to Shropshire Council, in accordance with your tender, the specification, the General Terms and Conditions and the remaining documents making up the invitation to tender.
- The services required will be defined within a CDM Co-ordination commission issued to you for each project by the Client service on behalf of the Council.
- The contract shall commence on the 1 September 2011.
- The fees payable to you under this contract will be as set out in your tender response and will be fixed for the first 12 month of the contract. If the Contract is extended into a second 12 month period the fees applicable for this period will be agreed between the parties.

personal info

This contract when formed will be subject to the general terms and conditions of Shropshire Council, the specification, the remainder of the invitation to tender documents.

Your point of contact for this contract will be Property Services Manager, Facilities Management, Shropshire Council (01743 253467)

Should you have any questions relating to this acceptance please contact our colleague on telephone number 01743 252993.

Please find enclosed a tenderer's feedback questionnaire for you to complete and return.

Yours faithfully

Property Services Manager
Facilities Management

Enc

personal info

Fox Robinson
The Quadrant
Sealand Road
CHESTER
CH1 4QR

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 29 September 2011
My ref: roc 047(2)

Dear Sirs

**ROC 047(2) - PROVISION OF CDM CO-ORDINATION CONSULTANCY SERVICES
FOR AN INITIAL PERIOD OF 12 MONTHS COMMENCING 1 SEPTEMBER 2011**

We confirm that your tender dated 14 June 2011 in relation to the above requirement is accepted as follows:-

- For projects within the following band values only;

£50,001 - £100,000 (three Consultants appointed, used by rotation)

£100,001 - £1,000,000 (three Consultants appointed, used by rotation)

£1,000,001 - £25,000,000 (three Consultants appointed, mini tenders requested on individual projects)

Note: The allocation of projects into value bands will be based on the estimated building costs (exclusive of fees) at the time of allocating work packages, no alteration will be made to this allocation following receipt of Project Tenders nor will any adjustment be made to the standard fee rates should the tenders cross into an adjacent project value band.

- As you will note above for all of the project bands for which you have been appointed the Council has appointed more than one consultant. In these value bands either work packages will be equally divided between consultants or you will be required to further tender for work packages on a project by project basis, as indicated. In the three lower value bands, smaller projects where one consultant only is being appointed, Shropshire Council reserve the right to select only the services actually required rather than the complete schedule of services.
- The contract is for the provision of CDM Co-Ordination Consultancy Services to Shropshire Council, in accordance with your tender, the specification, the General Terms and Conditions and the remaining documents making up the invitation to tender.
- The services required will be defined within a CDM Co-ordination commission issued to you for each project by the Client service on behalf of the Council.
- The contract shall commence on the 1 September 2011.
- The fees payable to you under this contract will be as set out in your tender response and will be fixed for the first 12 month of the contract. If the Contract is extended into a second 12 month period the fees applicable for this period will be agreed between the parties.

personal info

This contract when formed will be subject to the general terms and conditions of Shropshire Council, the specification, the remainder of the invitation to tender documents.

Your point of contact for this contract will be Property Services Manager, Facilities Management, Shropshire Council (01743 253467)

Should you have any questions relating to this acceptance please contact our colleague I in telephone number 01743 252993.

Please find enclosed a tenderer's feedback questionnaire for you to complete and return.

Yours faithfully

Property Services Manager
Facilities Management

Enc

personal info

Derek Evans (Health & Safety) Ltd
28 Birmingham Road
WALSALL
WS1 2LT

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 28 September 2011
My ref: roc 047(2)

Dear Sirs

**ROC 047(2) - PROVISION OF CDM CO-ORDINATION CONSULTANCY SERVICES
FOR AN INITIAL PERIOD OF 12 MONTHS COMMENCING 1 SEPTEMBER 2011**

We confirm that your tender dated 15th June 2011 in relation to the above requirement is accepted as follows:-

- For projects within the following band values only;

£50,001 - £100,000 (three Consultants appointed, used by rotation)
£100,001 - £1,000,000 (three Consultants appointed, used by rotation)
£1,000,001 - £10,000,000 (three Consultants appointed, mini tenders requested on individual projects)

Note: The allocation of projects into value bands will be based on the estimated building costs (exclusive of fees) at the time of allocating work packages, no alteration will be made to this allocation following receipt of Project Tenders nor will any adjustment be made to the standard fee rates should the tenders cross into an adjacent project value band.

- As you will note above for all of the project bands for which you have been appointed the Council has appointed more than one consultant. In these value bands either work packages will be equally divided between consultants or you will be required to further tender for work packages on a project by project basis, as indicated. In the three lower value bands, smaller projects where one consultant only is being appointed, Shropshire Council reserve the right to select only the services actually required rather than the complete schedule of services.
- The contract is for the provision of CDM Co-Ordination Consultancy Services to Shropshire Council, in accordance with your tender, the specification, the General Terms and Conditions and the remaining documents making up the invitation to tender.
- The services required will be defined within a CDM Co-ordination commission issued to you for each project by the Client service on behalf of the Council.
- The contract shall commence on the 1 September 2011.

personal info

- The fees payable to you under this contract will be as set out in your tender response and will be fixed for the first 12 month of the contract. If the Contract is extended into a second 12 month period the fees applicable for this period will be agreed between the parties.

This contract when formed will be subject to the general terms and conditions of Shropshire Council, the specification, the remainder of the invitation to tender documents.

Your point of contact for this contract will be Property Services Manager, Facilities Management, Shropshire Council (01743 253401)

Should you have any questions relating to this acceptance please contact our colleague I on telephone number 01743 252993.

Please find enclosed a tenderer's feedback questionnaire for you to complete and return.

Yours faithfully

Property Services Manager
Facilities Management

Enc

personal info

Cyril Sweett
9th Floor
Tower North Central
Merridon Way
LEEDS
LS2 8PA

Shropshire Council
Commissioning & Procurement
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 28 September 2011
My ref: ROC 047(2)

Dear Sirs

**ROC 047(2) - PROVISION OF CDM CO-ORDINATION CONSULTANCY SERVICES
FOR AN INITIAL PERIOD OF 12 MONTHS COMMENCING 1 SEPTEMBER 2011**

We confirm that your tender dated 16 June 2011 in relation to the above requirement is accepted as follows:-

- For projects within the following band values only;

£0 - £50,000 (only one Consultant appointed)

£50,001 - £100,000 (three Consultants appointed, used by rotation)

Note: The allocation of projects into value bands will be based on the estimated building costs (exclusive of fees) at the time of allocating work packages, no alteration will be made to this allocation following receipt of Project Tenders nor will any adjustment be made to the standard fee rates should the tenders cross into an adjacent project value band.

- As you will note above for all of the project bands for which you have been appointed the Council has appointed more than one consultant. In these value bands either work packages will be equally divided between consultants or you will be required to further tender for work packages on a project by project basis, as indicated. In the three lower value bands, smaller projects where one consultant only is being appointed, Shropshire Council reserve the right to select only the services actually required rather than the complete schedule of services.
- The contract is for the provision of CDM Co-Ordination Consultancy Services to Shropshire Council, in accordance with your tender, the specification, the General Terms and Conditions and the remaining documents making up the invitation to tender.
- The services required will be defined within a CDM Co-ordination commission issued to you for each project by the Client service on behalf of the Council.
- The contract shall commence on the 1 September 2011.

personal info

- The fees payable to you under this contract will be as set out in your tender response and will be fixed for the first 12 month of the contract. If the Contract is extended into a second 12 month period the fees applicable for this period will be agreed between the parties.

This contract when formed will be subject to the general terms and conditions of Shropshire Council, the specification, the remainder of the invitation to tender documents.

Your point of contact for this contract will be Property Services Manager, Facilities Management, Shropshire Council (01743 253467).

Should you have any questions relating to this acceptance please contact our colleague f on telephone number 01743 252993.

Please find enclosed a tenderer's feedback questionnaire for you to complete and return.

Yours faithfully

Property Services Manager
Facilities Management

Enc