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SALTASH TOWN COUNCIL

Minutes of the Meeting of the Station Property Sub Committee held at the Isambard House on Monday 21st November 2022 at 6.00 pm

PRESENT: Councillors: R Bickford, R Bullock (Chairman), S Gillies, J Peggs, P Samuels and D Yates.

ALSO PRESENT: S Burrows (Town Clerk) and D Joyce (Administration Officer).

APOLOGIES: None.

24/22/23 HEALTH AND SAFETY ANNOUNCEMENTS.

The Chairman informed those present of the actions required in the event of a fire or emergency.

25/22/23 DECLARATIONS OF INTEREST:

a. To receive any declarations from Members of any registerable (5A of the Code of Conduct) and/or non-registerable (5B) interests in matters to be considered at this meeting.

None.

b. The Town Clerk to receive written requests for dispensations prior to the start of the meeting for consideration.

None.

26/22/23 QUESTIONS - A 15-MINUTE PERIOD WHEN MEMBERS OF THE PUBLIC MAY ASK QUESTIONS OF MEMBERS OF THE COUNCIL.

None.

27/22/23 TO RECEIVE AND APPROVE THE MINUTES OF THE STATION PROPERTY SUB COMMITTEE MEETING HELD ON WEDNESDAY 24TH AUGUST 2022 AS A TRUE AND CORRECT RECORD.

Please see a copy of the minutes on the STC website or request to see a copy at the Guildhall.

It was proposed by Councillor Bullock, seconded by Councillor Bickford and **RESOLVED** that the minutes of the Station Property Sub Committee held on Wednesday 24th August 2022 were confirmed as a true and correct record.

28/22/23 TO RECEIVE THE CURRENT STATION PROPERTY COMMITTEE BUDGET STATEMENT AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was **RESOLVED** to note.

29/22/23 TO CONSIDER RISK MANAGEMENT REPORTS AS MAY BE RECEIVED.

None.

The Chairman informed Members Steve Sandercock of Kennall Consulting is due to join the meeting this evening, but due to travel disruptions he will be arriving later than planned therefore Agenda Item 8 is to be received when Steve joins the meeting.

The Chairman announced the next item of business to be received is Agenda Item 9 – To receive a feasibility quote from Bailey Partnership and consider any actions and associated expenditure.

30/22/23 TO RECEIVE A FEASIBILITY QUOTE FROM BAILEY PARTNERSHIP AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members discussed the feasibility quote received from Bailey Partnership.

Members expressed concern and the necessity for short term storage solutions to accommodate the Town Council's assets and equipment.

It was proposed by Councillor Bullock, seconded by Councillor Gillies and **RESOLVED** to appoint Bailey Partnership to undertake a feasibility study for the car park area at a cost of £2,250.00 + VAT to be allocated to budget code 6473 SA EMF Station Building (Purchase & Capital Works).

The Town Clerk is to continue to review further short term storage solutions in conjunction with the Service Delivery Manager.

**31/22/23 TO RECEIVE EXTERNAL NOTICE BOARD QUOTES AND
CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.**

Members discussed the requirement for an external notice board to advertise events and the menu for the Concessionaire at Isambard House.

It was proposed by Councillor Bullock, seconded by Councillor P Samuels and **RESOLVED:**

1. To purchase option C – Weathershield external notice board rounded headed panel - size 1100mm (w) x 1400mm (h) with a black frame and grey felt interior;
2. To personalise the notice board – Saltash Town Council;
3. To site the notice board on the external corner wall to the right hand side of the telephone box of Isambard House;
4. To allocate the cost of £779.94 inclusive of VAT to budget code 6814 SA Equipment - Isambard House.

Steve Sandercock arrived at the meeting.

The Chairman announced the next item of business to be received is Agenda Item 8 – To receive Isambard House Café Procurement Documents and consider any actions and associated expenditure.

32/22/23 TO RECEIVE ISAMBARD HOUSE CAFE PROCUREMENT DOCUMENTS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

The Town Clerk briefed Members on the café procurement documents for consideration.

It was proposed by Councillor Bullock, seconded by Councillor Peggs and **RESOLVED** to invite all Station Property Members to attend the opening of bids received and evaluation session (date to be confirmed), subject to Members availability.

It was proposed by Councillor Bullock, seconded by Councillor Peggs and resolved to **RECOMMEND** to Full Town Council held on 1st December 2022:

1. The procurement documents (as attached) to tender for a Concessionaire for Isambard House Café;
2. To provide delegated authority to the Town Clerk and Station Property Sub Committee Members to appoint a Concessionaire for Isambard House Café.

The Chairman and Members thanked Steve for his attendance. Steve left the meeting.

The Chairman announced the next item of business to be received was Agenda Item 11 – To receive an update on Isambard House building snags and consider any actions or associated expenditure.

33/22/23 TO RECEIVE AN UPDATE ON ISAMBARD HOUSE BUILDING SNAGS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Councillor Bickford updated Members on the recent correspondence with Cormac in relation to various snagging issues identified following the refurbishment works at Isambard House.

Councillor Bickford spoke in particular of the concerns arising from the crack in the concreted floor. A Cormac Surveyor is due to attend site within the next ten days to undertake a survey of the area.

Councillor Bickford is to circulate a full detailed list of all reported snags and keep Members informed of the outcome of the survey.

It was **RESOLVED** to note.

34/22/23 TO RECEIVE A REPORT ON THE INSTALLATION OF SOLAR PANELS AND CONSIDER ANY ACTIONS AND ASSOCIATED EXPENDITURE.

It was proposed by Councillor Bullock, seconded by Councillor P Samuels and **RESOLVED** to delegate to Councillors Bickford and Yates to further explore the options for the installation of solar panels to Isambard House, working with Bailey Partnership at no cost to the Town Council reporting back to a future Station Property Sub Committee.

35/22/23 TO CONSIDER INSTALLING A WEBCAM ON THE NORTH EAST FACING EXTERNAL WALL OF ISAMBARD HOUSE AND ANY ACTIONS AND ASSOCIATED EXPENDITURE.

Members discussed the proposal received from Rail Cam UK Ltd.

It was proposed by Councillor Bullock, seconded by Councillor Peggs and **RESOLVED:**

1. To appoint Railcam UK Ltd to purchase, install and maintain two Axis M3116-LVE network cameras;

Camera 1: "wide" view of the bridges, made publicly available on the Railcam website, on any website related to Saltash Projects or Saltash Town Council - and optionally on YouTube. Free to view.

Camera 2: A second camera more closely focused on the railway aspect, exclusive to Railcam UK Ltd subscribers.

2. To install the two cameras to the North East facing external wall of Isambard House, with install works referred to the Town Council Service Delivery Department;
3. That both cameras would be funded, installed and maintained by Railcam UK Ltd, no financial contribution from Saltash Town Council;
4. That both cameras operate from the existing broadband;
5. That either party have the option to submit a request to remove the cameras at any point in time;
6. Subject to the Town Clerk being content that GDPR concerns are met prior to the installation works taking place.

36/22/23 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that pursuant to Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 the public and press leave the meeting because of the confidential nature of the business to be transacted.

37/22/23 TO CONSIDER ANY ITEMS REFERRED FROM THE MAIN PART OF THE AGENDA.

None.

38/22/23 PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960:

To resolve that the public and press be re-admitted to the meeting.

39/22/23 TO CONSIDER URGENT NON-FINANCIAL ITEMS AT THE DISCRETION OF THE CHAIRMAN.

None.

40/22/23 TO CONFIRM ANY PRESS AND SOCIAL MEDIA RELEASES ASSOCIATED WITH ANY AGREED ACTIONS AND EXPENDITURE OF THE MEETING.

It was proposed by Councillor Gillies, seconded by Councillor Bullock and **RESOLVED** to issue the following Press and Social Media Releases:

1. Isambard House Café Tender – Subject to Full Council approval on Thursday 1st December 2022;
2. Installation of webcams at Isambard House – Subject to confirmation of installation and Town Clerk sign off.

DATE OF NEXT MEETING

To be confirmed.

Rising at: 7.28 pm

Signed: _____
Chairman

Dated: _____



Saltash Town Council
Working for the People of Saltash



SCHEDULE 1 - CONCESSION SPECIFICATION

Isambard House Cafe Tender

Saltash Town Council

December 2022 Version (Final)

OFFICIAL: SENSITIVE

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1. BACKGROUND INFORMATION

To find a Concessionaire to operate a kitchen and café, waiting area and Accessible toilet providing a toilet and baby changing facility (the Concession) at Isambard House, Saltash Railway Station, Saltash. Some key features important to understand:

- Saltash Town Council owns and operates Isambard House, which is set on Platform 2 of Saltash station. Live train information can be viewed at <https://tiger.worldline.global/SASH/staff;scrollbar=true>. The building has benefited from extensive renovation work throughout during 2019-2022. The building in its current renovated form was reopened in 2021.
- The Concession facilities (i.e. kitchen and café, waiting area and Accessible toilet providing a toilet and baby changing facility) are part of the overall Isambard House, with adjoining doorway (lockable) into a central hall area, and onwards to a further toilet and storage facilities, plus currently vacant an end room at the east of the premises.
- The central hall area of the premises is rented out by Saltash Town Council to a range of community and interest groups, along with key partners. Details of events and nature of bookings can be found in Appendix 1. (Below – Art exhibition August 22)



- Saltash station is situated on the main Penzance to Paddington, London line – the entry point from Devon accessed via Isambard Kingdom Brunel iconic grade 1 listed Royal Albert Bridge.
- The Concession Café is situated on the upward line to Paddington access from Station Road, Saltash.
- The station is a short walk from the town centre and waterside close to Saltash Heritage Centre, Library, local transport link, cafes and bars.



Footfall consists of:

- Rail users – First outbound train from Saltash station is 06:37 hrs with typically hourly services (outbound and return) and in peak commute times approximately every 30 minutes. The station services a number of industries for commuters from Saltash into Plymouth as well as a daily number of school and college pupils.
- Isambard House events – as noted Isambard House hosts a range of community events as outlined in appendix 1. With such events creates footfall and access to potential customers for any Concession.
- There is also opportunity to maximise special events in connection with the railway itself for example visiting steam trains or other special train services which pass through the station onwards into and back out of Cornwall.
- Pre-pandemic footfall figures were around 85,000 passenger journeys for the year 2019/20. GWR report that passenger numbers in the South West have returned to, or are better than before the pandemic, in stark contrast to the South East.
- As well as the Town Council Key partner organisation(s) which the Concessionaire would need to be mindful of are:
 - GWR – who manage and operate the platform and wider station. GWR would be a key point of contact for anything on the platform and adjacent road, permissions will from time to time be required where planned actions are likely to impact on the wider operation of the station
 - Network Rail – who own the underlying infrastructure, platforms, track, bridges etc.
 - Cornwall Council – who have provided funding as part of the development of Isambard House and seeking public benefits such as access to waiting areas and accessible toilet providing a toilet and baby change facility. In addition, the Council are also the planning authority who's permission would be required in event of any consideration of external modifications. Some signage additions may be allowable with permission of GWR and under permitted development rights.
 - Saltash Rail Users Group - who generally promote rail use and campaign for a better rail service at Saltash.

This Specification and the accompanying tender documents are designed to enable accurate response to this opportunity, and to ensure that all parties submitting tenders have a clear understanding of the extent and quality of the services required, and the importance placed on the partnership between the parties involved.

- The Concession is offered in line with the overall Headline Terms as issued with this Tender and is offered solely under Licence.

2. OBJECTIVES

The specific objective of letting the Concessions Contract are:

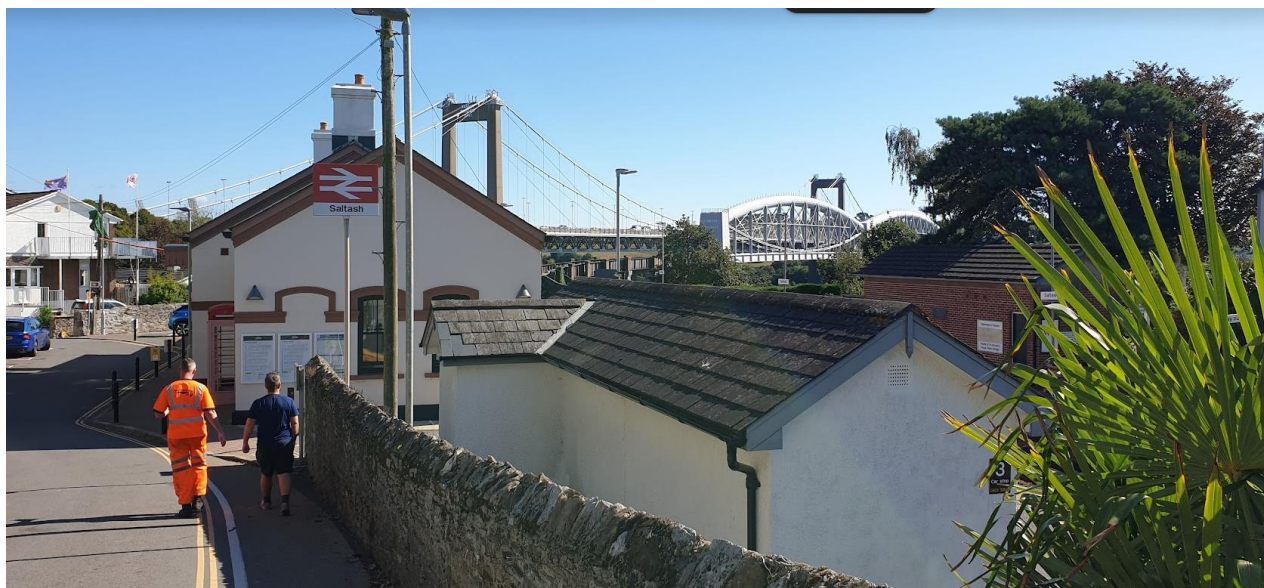
- To create the provision of a valued community facility at the station in particular access to a publicly available accessible toilet providing a toilet and baby change facility (during operational hours of the facility) and waiting area (free to use);
- Be cost neutral or where possible provide small income / return to the Town Council;
- To have a Concessionaire who takes pride in operating from the site, including being the “eyes and ears” for the area, supporting keeping the site clean and tidy;
- Have a Concessionaire who shares the passion of the Town Council to make the overall premises a successful and valued community asset and work in partnership with the Town Council and key partners.
- To positively support the objectives of the Town Plan – <https://plan4saltash.co.uk>;
- Where possible support Plastic free / other sustainable objectives such as Healthy Eating;
- Be of low resource impact for the Town Council.

The Town Council would seek an area for customers to have enjoyable, value for money experiences, whether as part of commuting and using the railway or whilst enjoying the wider community assets. The Concessionaire shall deliver these objectives through:

- Working in effective partnership with the Town Council;
- Sharing knowledge and developing effective systems;
- Demonstrating agility in response to existing and potential market needs;
- Being proactive in extending the services and seeking new opportunities.

3. INTRODUCING ISAMBARD HOUSE CAFE

The Council is seeking to appoint a Concessionaire for the provision of a café for public food and beverage offer available at Isambard House, Saltash station, Saltash.



To enable the operating a Concession as a cafe facility for commuters, members of the public and visitors to the station, then the core facilities of this Concession include:

- **Kitchen** (3 metres by 2 metres) – The kitchen has basic fitted out cupboards / worktop, kitchen sink with hot and cold running water, electrical points (three charging sockets with 2 x 13 amp), and wall cupboard. There is a lockable access door from the central hall area and direct door and hatch access to the waiting area.

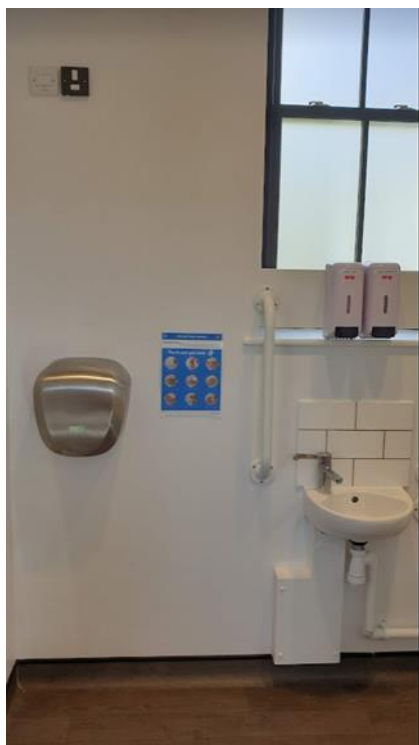
The Town Council is willing to permit the Concessionaire permission to adapt to incorporate necessary catering equipment to operate as a successful business.



- **Waiting / Café area** (7 by 3 metres) - This area would be required to be open free of charge as a waiting area for the public. The Town Council is willing to permit the Concessionaire permission to situate tables / chairs / seating for serving and consumption of food plus siting of food / drink related vending machines within this space (should that be part of any plans by the concessionaire). The area has public electrical points (2x USB sockets) for charging laptops / phones plus a screen indicating train times and travel information. The Town Council acquired a decent number of small bistro style square tables and chairs that can be used if required. This currently provides for 18 covers (see pictures).



- **Accessible toilet providing a toilet and baby change facility** (2.5 by 2 metres)
 - In delivery of the cafe, providing provision of a disabled toilet for use by customers, members of the public and visitors to the station. This includes an accessible toilet providing a toilet and baby change facility / grab rails, emergency call feature, sink, electric hand dryer and hygiene sanitation facilities.



Additional space which the Town Council would consider including as part of the concession should the concessioner feel that they would be able to positively utilise would be:

- Service strip (1.2 metres wide by 5 metres) behind the railings to outside of main building fronting the platform for provision of tabled seating for customers to the café. The Town Council may wish to reserve option to have this space for use of booked events with the main hall, with agreed notice to the Concessionaire. Takeaway food and drink can be consumed anywhere on the station platform.



- In addition to service strip the Town Council is also willing to permit any Concessionaire to operate table facilities (or vending facilities) to the outside areas as detailed on the accompanying plan. Any such provision will require consultation with the Town Council and station operator GWR in respect of style and nature of tables, including the security of those tables.



Should the Concessionaire wish to explore the utilisation of the currently vacant end room to the east of the building (5 metres x 5 metres) as part of the facilities the Town Council would be prepared to consider this but on a commercial basis. Additional, if outside normal opening hours, the Town Council might want to utilise the waiting room space to supplement the main hall usage, and at all times users of the main hall may require access through to the accessible toilet.

As noted, the Town Council hires the central hall for events. As part of any agreed concession the Town Council would be willing to provide the requirement of any hiring body to seek the services of the Concessionaire should they require event catering. The Town Council would commit to work with the Concessionaire so they are fully aware of activities being held in the central hall.

The Town Council wishes to retain some rights of access to all areas in order to provide the best community resource possible, with clear agreement with the Concessionaire.

Also, if out of the agreed operating hours and the Concessioner is not providing event catering, should the hirer wish to have access to the kitchen for then this would be done in agreement and at an agreed rate with the Concessionaire (it is noted that in such cases agreement will need to be reached in order to secure any equipment / products of the Concessioner).

The tender for this opportunity is the first time that it has been put to tender and as such the concession area is vacant and unincumbered from any previous incumbent.

Utilities - The site benefits from mains water, electricity, mains drainage and mains gas to the boiler situated in the kitchen. It should be noted that at the present time there is no separate meters for the different parts of the premises. The Town Council would be prepared to provide free access to utilities to the Concessionaire for the first 12 months as a minimum and review any reasonable changes in discussion and agreement with the Concessionaire. In return the Concessionaire would be responsible for ensuring careful usage of utilities (see also Environmental and Waste Management sections). The Town Council reserves the right that to review with the Concessionaire charges during the term and adjust in light of any market changes.

The Concessionaire would be responsible for the cleaning and maintenance of the Concession (both the service kitchen but also including Accessible toilet providing a toilet and baby change facility and waiting room).

Furniture, Fittings and Equipment – The Town Council has already provided furniture (tables / chairs) within the Concession area and in working in agreement with the Concessionaire be willing to consider inclusion of some external furniture subject to it being suitable. The Concessionaire would be required to kit out the facilities to a professional quality standard this may include:

- Shelving
- Crockery / utensils
- Coffee / barista machine
- Microwave / toaster

The Concessionaire will be required to install further fixtures and fittings as they see fit.

All repairs to the premises, maintenance and statutory testing of the fabric of the building – e.g. doors, walls etc. and infrastructure e.g. fire alarms, emergency lighting etc. will be the responsibility of the Town Council who will be granted access by the Concessionaire to undertake such repairs, maintenance and statutory testing under the terms of the Licence.

Storage space is limited, and if additional space is considered necessary this will require to be in agreement with the Town Council.

In addition to the Concession as described the Concessionaire will have, in agreement and sign off by the Town Council, the opportunity to arrange, organise and run community related events on the adjoining land. The Town Council consider that there are significant potential to maximise commercial opportunity across the site and would welcome proposals to work in partnership to maximise the main hall when not booked on a commercial basis.

4. BUDGET COMMITMENTS

As noted the Town Council has provided furniture to the inside of the concession, any additional capital commitments will be the responsibility of the Concessionaire.

Likewise any repairing, replacing and maintaining Appliances; Furniture, fixtures and fittings; and Light Equipment will be the responsibility of the Concessionaire.

The Concessionaire will ensure all Appliances, furniture, fixtures and fittings and Light Equipment are cleaned and regularly checked and tested as per manufacturer operating manuals and Health and Safety Regulations.

5. QUALITY OF SERVICE / FOOD STANDARDS OVERVIEW

The Concessionaire will have freedom to operate in a manner that is commercially viable. However, in support of this the aim will be for the Concessionaire to:

- Provide a welcoming and friendly service for customers, one which is inclusive to all;
- Provide a consistent quality of service for customers, to a standard that meets or exceeds their expectations;
- Provide a clear and competitive pricing which reflects good value for money.

Price tariffs shall be presented in a format that shows the total cost to the Customer.

The Concessionaire will ensure compliance with Food Hygiene Standards. In addition, the Concessionaire will ensure clear and accurate food labelling around allergies.

Within the limitations of the site and overall Concession itself where possible the Concessionaire would look to support principles of:

- Choice;
- Grab and go nature options (noting restrictions of travellers and set train times);
- Healthy eating;
- Local sourcing / seasonality / Fairtrade;
- Dietary-specific options such as vegan, vegetarian and gluten free;
- Waste minimisation and work to reduce food waste
- Transparent food labelling;
- Maintain a five-star Food Hygiene Rating.

6. EQUALITIES

The Concessionaire shall support and develop equality of opportunity, diversity, inclusion and representation in the service provided to customers and the community.

7. BRAND AND MARKETING

The Concessionaire will be responsible for marketing and promoting of the facility, including both physical signage on site as well as social media. The Town Council is amenable to branding signage being placed to the outside of the building (subject to any necessary planning permission).

The Concessionaire shall be responsible for the costs associated with marketing the Concession. The Town Council may also contribute to joint marketing as it decides.

8. CONCESSIONAIRE TEAM

The Concessionaire will ensure that the services shall be performed by appropriately trained and qualified personnel, with exceptional customer service skills. The Concessionaire will make every effort to maximise local employment opportunities, as well as local produce and support principles of community inclusion / apprenticeship.

9. TRAINING

The Concessionaire shall be responsible for their staff training. It is recommended that all staff are trained at least to a minimum Foundation Certificate in Food Hygiene and Safety, Health and Safety and Customer Care skills.

Staff should have a sufficient understanding of special diets to provide customers with accurate advice about the options available.

Staff will be aware of any standards to which foods have been certified, and further background information about these standards will be made freely available on the premises, or on the supplier's website.

10. CASH HANDLING

The Concessionaire shall be responsible for all cash receipts, including VAT, from the cafe.

The management and cost of cash collection and security will be the sole responsibility of the Concessionaire.

11. ENVIRONMENTAL MANAGEMENT

The Concessionaire shall support the goals of environmental management, including, start-up and shutdown schedule for lights, equipment, and other energy-consuming items.

The Concessionaire shall have a maintenance checklist and records of inspections for lighting, equipment, and other energy-consuming items.

The Concessionaire shall perform and document manufacturer recommended cleaning to all Appliances on site to ensure all equipment is functioning properly and maintaining energy efficiency levels.

The Concessionaire shall have a water conservation checklist and records of inspections that include at least the following:

- Turn off taps not in use;
- Regularly check for leaks;
- Do not use running water to melt ice in sinks;
- Operate dishwashers when full, whenever possible;
- Dishwasher temperature shall be set to the lowest temperature allowed by health regulations and consistent with the type of sanitising system used.

12. WASTE MANAGEMENT

The Concessionaire will pay for all waste collection associated with running the Concession.

To reduce waste generation, the Concessionaire shall look to serve food / beverages using reusable cutlery, glassware and crockery, and also customer option to bring own reusable cups. Takeaway food/beverages should be served in re-cyclable materials.

Incentives should be given to Customers for utilising their own reusable cups and other ethical takeaway food storage solutions.

13. RECYCLING FOOD WASTE, FATS, OILS AND GREASES

Where available, used frying oil and oil from grease recovery devices shall be recycled with proven partnerships for using the oil for biodiesel production or other means of replacing fossil fuel use. Waste fats, oils and greases shall be stored in a weather and vandal resistant container with a bund of sufficient capacity to hold any leaks.

All suitable food waste shall be reused where possible through local channels – e.g. through local homeless charities.

The Concessionaire shall have clearly marked sorting mechanisms – i.e. bins – in areas where food waste is collected.

14. OTHER RECYCLATES

The Concessionaire shall look to maximise opportunities for recycling options. Materials to be recycled shall include, but are not limited to, aluminium and steel food and drink cans, plastics, glass, and cardboard.

15. DISPOSABLE PRODUCTS

The Concessionaire shall eliminate non-essential disposable products and the following items shall not be used:

- Polystyrene packaging and cups;
- PS06 (polystyrene) (e.g. utensils);
- Plastic bags (except for bin liners);

In addition, single portion condiments and disposable napkins, utensils, and straws (not plastic) shall be provided upon customer request or with single portion dispensers, where applicable. Costs of waste disposal will be the sole responsibility of the Concessionaire.

Wherever possible the Concessionaire shall look to avoid the use of Single Use Plastic.

16. PEST CONTROL, CLEANING AND DEEP CLEANING

The Concessionaire will be responsible for all cleaning and deep cleaning in the Concession, leaving them hygienic and ready for the next subsequent use at the end of each day.

17. ENTRY AND OPENING HOURS

To support the provision of access to the Accessible toilet providing a toilet and baby change facility and waiting room the Town Council would require minimum hours of access based on the following:

- Monday to Friday 07:15 hours to 14:00 hours

Beyond this the overall the opening times for the Concession will be up to the Concessionaire to set based on optimum commercial opportunity but will only be permitted seven days per week between the hours of 06:30 hours to 22:00 hours.

There is an expectation that the café should be open at regular intervals between April and September, weather conditions permitting. Whilst winter footfall may be reduced it would be important to have a waiting room café provision even if on reduced hours from the summer opening times.

Bidders should state if they consider there would be any variations during the year.

People do travel all year round although it is noted there are no trains on Christmas Day and Boxing Day. There may also be no trains during planned engineering works but this is well advertised in advance and other outages such as strike action but again this is well advertised. The Town Council would not expect the waiting room to operate on those days, however, it may be that operator wishes to open due to other trade using the service i.e. local businesses.

Weekend travel has become much more important for the railway and these are considered busy days, even if the service is less. It may be that the Concessionaire opens later at the weekend. The Town Council welcome bidders to indicate what weekend opening times look like.

The Concessionaire shall be responsible for providing clear and transparent information to customers and members of the public on opening times.

The Concessionaire will be responsible for security in regards to opening and locking of the premises aligned to the hours of operation of the Concession. This will include ensuring that the premises are empty of members of the public at time of locking.

The Town Council is willing to work with the appointed Concessionaire to review the opening hours after 6 months and 12 months of commencement of the agreement to maximise benefits from the concession and avoidance of unnecessary opening where return does not match resource inputs.

18. HEADLINE TERMS

The Town Council has drafted Headline Terms for the Concession. This should be read in conjunction with this Specification and will apply to the Concessionaire.

19. CONCESSION FEE

The Concessionaire will deliver to the Town Council the agreed commercial model as per the Contract. Where applicable and in line with the commercial model the Concessionaire will pay the Town Council all its fees either annually or quarterly (June, September, December and March).

Six months ahead of end of year will see annual review periods introduced. Agreement to extend beyond year 3 will be subject to review of overall performance of the Concessionaire and an assessment of return based on Operating Profit. The Town Council in conjunction with the Concessionaire will review the potential for commercial payback to the Town Council at end of year three based on Operating Profit.

To assist the discussions the Concessionaire would be required to provide the accounts for the concession operations on the basis of an Open Book Accounting basis.

20. LIVING WAGE

It should be noted that the Town Council is an employer that pays all its employees, as a minimum, the 'Real Living Wage'. This currently stands at £10.90 per hour for all employees over 18 years of age and will only enter into a contract with a Concessionaire that do similar. Any Concessionaire tendering for the works as described in this document, by doing so, confirmed that it also pays all employees over 18 years of age the 'Real Living Wage'.

21. SOCIAL VALUE

The Concessionaire's attention is drawn to the fact that consideration on award of the Concession will include assessing how the Concessionaire will deliver Social Value in the community.

As part of the applicant's response to the method statement they will be asked to outline how they would support Social Value in the delivery of the Concession. In relation to this contract the Town Council sees the following as being areas where through the delivery of the Services positive outcomes to Social, Economic and Environmental outcomes could be achieved, in particular:

- Within the workforce this could be supporting apprenticeships, plus arrangements to ensure that staff are fairly recompensed for work undertaken.
- Supporting environmental outcomes (including reduction of use of products / material that are harmful to the environment or working practices that minimise environmental damage), as well as making a positive contribution to the Town Council's pledge around removing use of "single use plastics".
- Social outcomes may also include details on how the Supplier would look to support community initiatives and / or work to make a positive outcome within the wider community.
- Social benefits to communities within the area including increasing social inclusion and breaking down social exclusion.

The above list is not exclusive or exhaustive but an indication on what are deemed to be relevant and proportional areas for Social Value consideration to this Concession.

22. DEFINITIONS

Appliances	In summary this shall include (but not be limited to): Cooker, microwave, kettles / boiler, coffee maker, dishwasher etc.
Concession	Means the café and facility at Isambard House, Saltash railway station
Concessionaire	Means the organisation named in the articles of agreement
Customer	Means a third party to whom the Concessionaire provides services
Events	Means Events that are approved by the Town Council within the premises adjoining the Concession
Furniture	In summary this shall include related furniture for customers of the Concession and may include tables and chairs both within and outside of the premises.
Licence	Means the licence to occupy the premises
Light Equipment	In summary this shall include (but is not limited to): Crockery, cutlery and glassware, display dishes, display and marketing boards, Kitchenware including pots and pans, tills and IT equipment
Operating Profit	Means operating profit is a company's profit after all expenses are taken out
Open Book Accounting	Means the Concessionaire providing transparent records of the costs they have incurred around the Concession in order to support negotiations on annual reviews from year 3 onwards
Town Council	Means Saltash Town Council and the Town Council's representative, appointed for the purpose of managing the contract

SCHEDULE 2 - COMMERCIAL/PRICE DETAILS

PART A
Background information

Please state below details in regards to forecasts around your commercial proposal. Details are to be made on an informed basis.
Please provide assumptions and logic applied in compiling your figures.

Forecast Turnover (£/p)	End of year 1 End of year 2 End of year 3			
	High turnover			
	Moderate			
	Low turnover			
	Average	#DIV/0!	#DIV/0!	#DIV/0!
Please state assumptions / supporting details:				
a)				
b)				
c)				

Forecast net profit / loss (£/p)	End of year 1 End of year 2 End of year 3			
	High profit			
	Moderate			
	Low profit			
	Average	#DIV/0!	#DIV/0!	#DIV/0!
Please state assumptions / supporting details:				
a)				
b)				
c)				

PART B
Overall Concession Sum payable to the Council

Please outline below overall income / return to the Town Council from the overall commercial proposal. Please state details on what this would consist of
Please ensure sufficient detail is provided to ensure expectations and implications on expected expenditure is clearly identified

	Nominal Sum	End of year 1 End of year 2 End of year 3			
	1.00				
Totals	1.00	0.00	0.00	0.00	1.00
Total expenditure (end of Year 3)					1.00
Please state assumptions / supporting details:					
a)					
b)					
c)					

PART C

TOTALS	Years 1 to 3 income to the Town Council	1.00
	Total return	1.00

NOTES:

The total sum to include a £1.00 nominal sum to enable calculations of any return whereby no Concession Sum is offered.
For the purposes of evaluation sum the used will be the total Concession Sum at the end of Year 3.
The proposal affords the Tenderers to set out a Concession Sum offer that fits within their commercial operating framework
There is no obligation for the Tenderer to put forward any concession sum (no excluding the £1 nominal sum), however Tenderers should note that this may have a bearing on evaluation scores in the case where another Tenderers put forward a Concession Sum.
Likewise there is no obligation for the Tenderer during all years, e.g. Years 1 to 5, nor any obligation for the Concession Sum to be constant year on year.
The Council is including the option to review after year 3 with potential for commercial payback to the Town Council at end of year three based on operating margins. ☒

Schedule 3

Headline Terms

Isambard House Café – Licence to operate

Purpose

A licence to operate a café, waiting room and Accessible toilet providing a toilet and baby change facility at Isambard House, Saltash railway station which is owned and maintained by Saltash Town Council. See Schedule 4 – Plan of Premises Red highlighted area.

Parties

1. Saltash Town Council, The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX (The Town Council)
2. TBC (The Concessionaire)

Agreement

The Council to maintain the premises to a reasonable standard and to be responsible for the maintenance of the fabric of the building and any fixtures which become its responsibility. Any equipment provided by the Town Council will remain its property at the end of the licence.

The Concessionaire to maintain the café, kitchen, toilet and surrounding area, including outside furniture in a clean, tidy and safe state and to provide a café refreshment service with due regard to high standards of national and local health and environmental policies and practices.

The Town Council to retain ownership of the building and to be responsible for maintenance of the fabric of the building. The Town Council reserve the right to use the waiting room (or hirers of the Town Council) whilst not being used by the Concessionaire. The Concessionaire to run the café under licence and maintain the toilets for use by the public during opening hours. The Concessionaire will be required to always allow access to members of the public / service users through the waiting room to the accessible toilet, which must be available to all building users.

Provision of right of use of the Café is permitted only under the terms of the licence and a does not confer ownership or access rights beyond what is permitted through the licence.

The Concessionaire has a minimum of one car park space and is permitted to store bins in the car park. The Concessionaire is to consider its own storage masterplan outside of the space provided for the Town Council's consideration.

Responsibilities of The Concessionaire

- To maintain the café and toilets in a clean and safe condition and to provide a catering service with due regard to high standards of cleanliness, health and environmental policies and practices.
- To maintain furniture and equipment on the site in a clean, safe and fit condition.
- To commit to achieving a 5-star food hygiene assessment or similar accreditation within 12 months of the commencement of this agreement.
- Not to make any alterations or additions whatsoever to the site or premises without the express written consent of the Town Council.
- To install suitable fixtures and fittings, kitchen and catering equipment to operate the café.
- To undertake day to day maintenance of the premises and to co-operate with the Town Council to enable it to inspect the premises from time to time and to perform its responsibilities under the licence.
- To be responsible for legionella testing, electrical testing, compliance with fire regulations and environmental health regulations, providing the Town Council with the appropriate certification.
- To provide consumables and cleaning materials for the café, waiting room and toilet.
- To open the toilets and waiting room to the public during core opening hours and to maintain them in a clean, safe and operational condition.
- To manage waste and its disposal in accordance with legal and good practice guidance, with a particular focus on resourceful recycling of waste.
- Not to display any advertisement, sign boards, name plate, inscription, flag, banner, placard, poster or signs or notices at the site other than those required to promote the café without the consent of the Town Council.
- Not to do or permit to be done on the site anything that is illegal, or which may be or may become a nuisance.
- Maintain adequate employers and public liability insurance cover (minimum [£10m]) and insure against all risks arising in connection with the operation of the facility by the Concessionaire.
- To insure the contents of the building as the concessionaire sees fit.

- To pay the licence fee to the Town Council on the 1st June each year in accordance with the agreement.
- The Concessionaire shall be responsible for reporting any defects in relation to the premises that may affect their ability to effectively fulfil the requirements of the Concession to the Town Council. Any reports should be made within 3 working days of this coming to the attention of the Concessionaire. If the defect presents a danger or Health and Safety concern, then this shall be reported at the first available opportunity.
- The Concessionaire shall work with the Town Council in a partnered manner that supports the overall appearance of the Isambard House and surrounding area so that it remains clean, tidy and free from antisocial behaviour as far as reasonable.
- The Concessionaire will be responsible for all taxes, rates and utilities costs (as agreed with the Town Council) in connection with the running of the facility.
- The concessionaire is not permitted to sell alcohol, tobacco, lottery tickets or permit other forms of gambling at the premises.

The Town Council's responsibilities

- To keep the premises, in a good order and safe condition suitable for use by the public.
- To insure the building and such fixtures as it should see fit.
- To be responsible for maintaining the fabric of the building and any fixtures or fittings which are deemed to be the responsibility of the Town Council (as agreed by both parties).

Variations to this Agreement

Variations to this agreement are permitted in agreement with both parties and to be recorded in writing and signed by each party.

Termination

To allow the agreement to be terminated upon six months' written notice by either party.

Service Charge

The Concessionaire to pay the Town Council the agreed sum as set out as part of their bid proposal of [£xxxx] per annum payable on the 1st June each year (or quarterly June, September, December and March) to be reviewed each April in line with changes to the RPI and/or changes in service requirements.

Review Periods / Open Book Accounting

Six months ahead of end of year will see annual review periods introduced. Agreement to extend beyond year 3 will be subject to review of overall performance of the Concessionaire and an assessment of return based on Operating Profit. The Town Council in conjunction with the Concessionaire will review the potential for commercial payback to the Town Council at end of year three based on Operating Profit.

To assist the discussions the Concessionaire would be required to provide the accounts for the concession operations on the basis of an Open Book Accounting basis.

Commencement

The agreement to commence on the [(Date TBC)].

Term

Three years from the commencement date (option to extend annually for further 4 years with the Council's approval).

Hours of Operation

To support the provision of access to the Accessible toilet providing a toilet and baby change facility and waiting room the Town Council would require minimum hours of access based on the following:

- Monday to Friday 07:15 hours to 14:00 hours

Beyond this the overall the opening times for the Concession will be based on the Concessionaires bid proposal in order to make optimum commercial opportunity but will only be permitted seven days per week between the hours of 06:30 hours to 22:00 hours.

The Town Council is willing to work with the Concessionaire to review the opening hours after 6 months and 12 months of commencement of the agreement to maximise benefits from the concession and avoidance of unnecessary opening where return does not match resource inputs.



Saltash Town Council

Working for the People of Saltash



Volume One (1)

**Catering Concession for:
Isambard House, Saltash Railway Station,
Saltash, Cornwall**

INVITATION TO TENDER (ITT)

Background Information, Instructions and
Conditions of Tender

Applicants should read this Volume first

If you would like this information in another format please email

Email: tenders@saltash.gov.uk

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Information and Instructions

Section 1 – About the Council

- 1.1 Saltash was founded as a market town by the lord of Trematon Castle in the 12th century. The town was sited at a point where an ancient highway crossed the Tamar estuary by means of a ferry. By the end of that century Saltash had achieved borough status.
- 1.2 Saltash also developed as a port, the first to be established on the system of estuaries reaching far inland from Plymouth Sound. In consequence, the borough was entrusted with jurisdiction over all those waters, an arrangement that was challenged many times but was not terminated until 1901. Trade on the estuaries invigorated rural life in St Stephens and other adjoining parishes.
- 1.3 The town's strategic position and maritime interests led to its involvement in many important events and produced some lively personalities.
- 1.4 During the Civil War, 1642-46, fighting took place in Saltash on several occasions, resulting in numerous fatalities (mostly on the Parliamentary side) and the destruction of many buildings.
- 1.5 Saltash has produced many champion rowers, of whom the redoubtable Ann Glanville was the most famous. Between 1830 and 1850 at regattas all over England, she and her crews of Saltash women were seldom beaten in 4-oared gig races, even against male competitors.
- 1.6 The engineer-genius Isambard Kingdom Brunel chose Saltash as the site for a bridge, of unique design, to carry the railway into Cornwall. The Royal Albert Bridge, Brunel's masterpiece completed in 1859 is undoubtedly the town's most famous feature.
- 1.7 Saltash Town Council has 16 elected Councillors. Saltash is divided into 3 Wards - Essa, Tamar and Trematon. There are Councillors for each Ward and they are elected from the community every 4 years.
- 1.8 The Council provides a wide range of services including:
 - Saltash Library
 - Saltash Public Toilets
 - Allotments
 - Planning and Licensing
 - Play Parks
 - Open Spaces
 - Public Right of Ways
 - Jubilee Green Pontoon
 - Seagull Proof Bags
 - Burials and Memorials

1.9 Further information about all of which can be found on the Council's website:

<https://www.saltash.gov.uk/index.php>

[Annual Report 2021-22 https://www.saltash.gov.uk/edit/stuploads/8541_1304124358.pdf.](https://www.saltash.gov.uk/edit/stuploads/8541_1304124358.pdf)

<https://plan4saltash.co.uk/>

Section 2 – About the Tender

- 2.1 The Town Council is seeking to appoint a Concessionaire run a café facility at Isambard House, Saltash Railway Station. The appointed Supplier, the Concessionaire, would pay a licence fee to the Town Council for the right to operate the Café.
- 2.2 The value of the Concession will be determined through this Tender exercise.
- 2.3 Full details around the Tender can be found in the accompanying documentation, in particular:
- i. Volume 2 – Applicant Response (Tender)
 - ii. Schedule 1 – Specification / Brief
 - iii. Schedule 2 – Commercial Model
 - iv. Schedule 3 – Headline Terms
 - v. Schedule 4 – Plan of site
- 2.4 This is a request to submit a fixed price quotation (RFQ) for specified consultancy work to oversee the completion of the main project.

Contract / Contract Period

- 2.5 Headline Terms and Conditions are attached in the Operating licence. The Contract period is 3 years plus options of annual renewals to a maximum of 7 years in total.

Insurance Levels

- 2.6 Employer's Liability Insurance - The Council's minimum requirement is **£5m**
- 2.7 Public Liability Insurance - The Council's minimum requirement is **£10m**

Transfer of Undertakings (Protection of Employment) Regus 2006 (TUPE)

- 2.8 It is the responsibility of the Applicant to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Applicants should therefore take their own advice regarding the likelihood of TUPE applying.
- 2.9 For more information please use the websites listed below:

<https://www.gov.uk/transfers-takeovers>

<https://www.legislation.gov.uk/uksi/2006/246/contents/made>

Section 3 - About the Procurement Process

Procurement Procedure

- 3.1 The Tender is below Threshold Works level and the Town Council is issuing this Invitation to Tender (ITT) and is inviting bids from Applicants in response to the published Contract Notice.
- 3.2 The procurement process that the Council has selected is the Open Procedure in line with the Public Contracts Regulations (the Regulations) 2015, which means that all Applicants that submit a Bid shall be evaluated in accordance with these Instructions and set process.

Instructions for Completion

- 3.3 All response must be written in English and costs submitted are to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the Pricing Document.
- 3.4 Where details are provided by the Applicant in literature that they submit in connection with the response, they must ensure that clear cross-references are given to the Town Council.
- 3.5 Any information relating to the Town Council and supplied by the Town Council shall be kept by the Applicant in strictest confidence.
- 3.6 Applicants are advised that the Town Council is not bound to accept any tender submitted, nor to reimburse any expense incurred during the process.

Clarification Process

- 3.7 All clarification enquiries should be directed to the Authorised Representative and by no later than the date indicated in the Procurement Timetable detailed elsewhere in this document.
- 3.8 Applicants are advised that where such enquiries have been made, and it is appropriate to do so, the Town Council will distribute to all Applicants a copy of the Clarification and the written reply, with anonymity preserved.

Council Representatives

- 3.9 No person in the Town Council's employ or other agent, except as so authorised by the Town Council Authorised Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the **successful** Applicant or as to these instructions or as to any other matter or thing so as to bind the Town Council.

Council Authorised Representative contact details:

NAME: Sinead Burrows – Town Clerk

Email: tenders@saltash.gov.uk

Format of Response / Submission

3.10 The response must be delivered by no later than the time and date stated on Volume 2

3.11 Loading and submitting of the tender must be completed by the final submission time, and Applicants must take into account the speed of your Internet connection, system configuration and general web traffic that may impact on the time required to complete the transaction.

3.12 The Tender response must remain valid for acceptance for a period of 90 days from the return date.

Procurement Timetable

3.13 This procurement will follow a clear and transparent process, to ensure that all Applicants are treated equally. The key dates for this procurement are anticipated to be as follows:

Procurement Stage	Applicable to	Dates
Publication of advertisement (Contract Notice)	ITT	02/12/2022
Latest date for Clarification questions to be submitted by	ITT	13/01/2023
Clarification responses to be issued by	ITT	20/01/2023
Bid Deadline (noon)	ITT	27/01/2023
Evaluation (completed)	ITT	24/02/2023
Notification of Contract award (Contract Award Notice)	ITT	03/03/2023
Contract start – Main Contract	ITT	10/04/2023

3.14 The above is indicative and the Town Council reserves the right to change the timetable.

Evaluation Approach

- Bids will be evaluated in two parts, Selection and Award

3.15 The Town Council will first evaluate the Selection Questionnaire (SQ) response (if applicable). Applicants deemed not to satisfy the elements of the SQ in line with the scored approach will be excluded from the remainder of the process and their bid shall not be considered further. Applicants who satisfy the SQ stage (if applicable) will have the remainder of their bid evaluated in accordance with the Award Criteria.

Selection Questionnaire

- 3.16 Selection is the process by which the Town Council is able to assess the suitability of the Applicant to undertake work on behalf of the Town Council. The questions asked within Selection Questionnaire are compliant with Regulation 57 of the Regulations.
- 3.17 The Town Council requires all Applicants to complete all sections of the Selection Questionnaire included within Volume Two (2) Applicant's Offer in full. Any Applicants who do not fully meet the requirements of or misrepresent any information or evidence provided in relation to Regulation 57 may be excluded from further consideration.
- 3.18 The Applicant's responses to the Selection questions should be succinct, concise and self-contained not referring to additional documents or other supporting statements other than the European Single Procurement Document (ESPD).
- 3.19 Where Applicants choose to submit all or any part of the ESPD in place of an element required in the Selection questions this must be clearly identified and referenced by the Applicant. Any ESPD responses will be assessed in the same way as any other response.

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

- 3.20 This standard Selection Questionnaire is a self-declaration, made by the Applicant (the potential supplier), that they do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures taken to rectify the situation (also referred to as self-cleaning).
- 3.21 A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, the Town Council will require all the organisations that the Applicant would rely on to meet the selection criteria to provide a completed Part 1 and Part 2.
- 3.22 For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where the Applicant is joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that are relied on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Supplier Selection Questions: Part 3

- 3.23 Where an Applicant is bidding on behalf of a group (consortium) or it is intending to use sub-contractors, the Applicant should complete all selection questions on behalf of the consortium and / or any sub-contractors.

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

Selection Questionnaire Approach

3.25 The Town Council proposes to use the following criteria to assess Selection Questionnaire submissions:

Section	Title	Type of Question	Weighting (%)
Part 1	Potential supplier information	Information only	Not evaluated and scored
Part 2	Exclusion grounds (Mandatory and Grounds for discretionary exclusion)	Pass/fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
NOTE ON EVALUATION: Ideally the Town Council would be seeking confirmation that the Contractor has not been or is not currently in breach of any of the Grounds for Exclusion. If Grounds for Exclusion have applied or currently apply, then the Town Council would be seeking clarity on what measures have been put in place to self-cleanse as set out by the Regulations. Where Grounds for Exclusion previously applied or currently apply and suitable evidence and measures to self-cleanse cannot be demonstrated, this will be deemed a "fail". Reference will be made to Crown Commercial Services Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 8/16, 9 September 2016 – Appendix C. See: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf			
Part 3 Section 8 8.1	Insurance	Pass/Fail	In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process.
NOTE ON EVALUATION: The Town Council would be seeking confirmation that the required insurance and levels exist and that they would be maintained during any awarded contract, or in the case that they do not exist currently that the Contractor would firstly be able to obtain the required levels of insurance and would if successful in the Tender would actually obtain that insurance. If this cannot be demonstrated, then this would be deemed a "fail"			

Information Only Questions

3.26 These must be completed but will be used for information purposes only and not scored. However, failure to provide sufficient information as requested may still lead to disqualification for non-compliance. It is important that where a question does not apply this is recorded as 'Not applicable' or 'None' in the spaces provided.

3.27 Where sections are scored as being '**Pass / Fail**' the following definitions will apply:

Definition	Criteria
Pass	Demonstration of a clear response given with good level of detail and evidence to support the response from the Applicant in line with and applicable to the Selection Questionnaire question.
Fail	A limited, or non-complete response from the Applicant and / or not relevant or demonstrating the expectations as set out and applicable to the Selection Questionnaire question.

3.28 Where an Applicant is awarded a "fail" (inc. evaluation of the Tender response), the remainder of their submission will not be evaluated and they will be eliminated from the process.

Consequences of misrepresentation

3.29 If the Applicant seriously misrepresent any factual information in filling in the Selection Questionnaire and so induce an Town Council to enter into a contract, there may be significant consequences. They may include be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into the Applicant may be sued for damages and the contract may be rescinded.

3.30 If fraud, or fraudulent intent, can be proved, the Applicant or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Award Criteria

3.31 Award is the process that considers the extent to which the Applicant's Bid delivers the Most Economically Advantageous solution to the Town Council requirements and as such Applicants responses to the questions asked should give a clear indication of what the organisation is offering for the quoted price.

3.32 The Town Council has not provided a word limit for responses to the Award questions however, the Town Council would like to inform Applicants that responses should be relevant to the question and be proportionate in length. Supporting information may be submitted, provided that it is clearly referenced in the question to which it relates and appended to the main bid.

3.33 The following Award Criteria / weightings will be used in evaluation of the Applicants response:

Evaluation Criteria Breakdown		Means of Evaluation	
		Sub Criteria	Main Criteria
Criteria: Quality			70%
The tenderer will be required to submit a detailed response to the Method Statements as set out in Volume 2.			
Supporting the Objectives (MS1)	20%		
Operational Delivery (MS2)	50%		
Criteria: Social Value, inc. environmental (MS3)			10%
Criteria: Commercials			20%
Concession Sum return (over the 3 year term)	20%		

Method Statement (MS)

Scoring Guidelines

3.34 The questions asked of Applicants as part of their response to the Tender shall be scored using the marking system described within this section. Applicants should refer to the Town Council's requirements to ensure that they meet. All scored question shall be evaluated in accordance with the guidelines below:

Scoring Matrix for Quality Criteria		
SCORE	DEFINITION	ASSESSMENT
5	An excellent response submitted in terms of detail and relevance which clearly fully meets the requirements with no negative implications and evidence in their ability / proposed methodology to deliver a solution	Excellent
4	A good response submitted in terms of detail and relevance that meets the requirements without significant negative (indications / implications) or inconsistencies. The Tenderer demonstrates the understanding of the requirement and evidence of their ability / proposed methodology to deliver a solution. The requirements would be met to a good standard without intervention or significant ongoing issues	Good
3	A satisfactory response submitted in terms of the level of detail, accuracy, relevance and evidence in their ability / proposed methodology to deliver a solution. Aspects of the response may be good but there are some omissions of important factors or negative indications that reduce the extent to which the requirements will be met.	Satisfactory
2	Satisfies the requirement but there are clearly minor reservations of the response provided, either in understanding the requirement, and / or details around proposed methodology, and / or limited evidence to support the response. There would be concerns that requirements would require intervention or ongoing issues	Minor Reservations
1	Limited response provided, or a response that is inadequate, inaccurate and / or only partially addresses the question. Serious reservations of the response provided, either in understanding the requirement, and / or details around proposed methodology, and / or little / no evidence to support the response.	Serious reservations
0	Does not meet the requirement. Does not comply and / or insufficient information provided to demonstrate that either in understanding the requirement, and / or details around proposed methodology, with little / no evidence to support the response. Alternatively, no response to the question or a response that is significantly irrelevant or inaccurate	Unacceptable

Commercial / Price Evaluation

3.35 The Commercial Schedule contains details and requirements relating to the tender price element. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, for the Applicant's to return as part of their response.

3.36 Price shall be evaluated using the following scoring methodology, with the Tenderer's prices being scored on a comparative basis.

3.37 This will be done by recording the highest concession sum at the 3 year total in the price submitted by any of the Tenderers in the Price Schedule accompanying this tender. Then for each Tenderer, dividing this price by the Tenderers' price and then multiplying it by the allocated weighting (e.g. 40% if that is the percentage chosen by the Town Council). The equation set out below explains this in a simpler way:

$$(\text{Tenderer price} \div \text{Highest Concession Sum Tenderer's price}) \times \text{Weighting} = \text{Score}$$

3.38 To accompany the above there is a worked example below to help explain this. The example assumes only 3 prices were submitted and that price was awarded 20% of the overall marks (i.e. quality / Social was awarded 80%). Figures as shown are for illustrative purpose only:

	L	W	Tenderer 1		Tenderer 2		Tenderer 3	
Evaluation Elements	Highest Concession Sum Submitted price (£)	Max Weighting %	Tendered Price	Score	Tendered Price	Score	Tendered Price	Score
Total Contract Sum (as per price schedule)	£5,000	20%	£5,000	20.0%	£3,200	12.8%	£1.00	0.004%
Quality and Social Value Score		80%		52%		63%		77%
Total Score				72%		75.8%		77%

Section 4 – Conditions of Tender

Town Council's Warranties and Disclaimers

- 4.1 The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Town Council's criteria and the Town Council may require further information as appropriate and assess this as part of the evaluation process.
- 4.2 The Applicant shall have no claim whatsoever against the Town Council in respect of such matters and in particular (but without limitation) the Town Council shall not make any payments to the successful Applicant save as expressly provided for in the (Call-Off) Contract and (save to the extent set out in the (Call-Off) Contract) no compensation or remuneration shall otherwise be payable by the Town Council to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.
- 4.3 Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Town Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Town Council does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.
- 4.4 Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.
- 4.5 This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Town Council be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or submission of an offer.

Ownership

- 4.6 The procurement documentation and all copies thereof are and shall remain the property of the Town Council and save for the purposes of the Bid, must not be copied or reproduced in whole or in part and must be returned to the Town Council upon demand.

Discrepancies, Omissions and Enquiries concerning the Documents

- 4.7 Should the Applicant find discrepancies in, or omissions from, the procurement documents, the Town Council shall be immediately notified by the Applicant.
- 4.8 Should any additions or deletions arising from such notification, or in the event that the Town Council requires an amendment to be made, these will be issued by the Town Council to Applicants and will be deemed to form part of the documentation.
- 4.9 The Town Council reserves the right to extend any date of submission accordingly.

Relevant and Associated Legislation, Directives and Codes

- 4.10 This is a Tender being conducted under Public Sector procurement rules and Regulations. The Applicant shall ensure that they are aware of their obligations and comply with all relevant Legislation and Regulatory matters, plus the obligations placed on the Town Council, particular reference shall be taken to the following Legislation:

Public Contracts Regulations (2015):

<https://www.legislation.gov.uk/ukxi/2015/102/contents>

The Bribery Act (2010): **<https://www.legislation.gov.uk/ukpga/2010/23/contents>**

Public Services (Social Value) Act 2012:

<https://www.legislation.gov.uk/ukpga/2012/3/contents>

Freedom of Information Act 2000:

<https://www.legislation.gov.uk/ukpga/2000/36/contents>

Environmental Information Regulations 2004:

<https://www.legislation.gov.uk/ukxi/2004/3391/contents>

Data Protection Act 2018

<https://www.legislation.gov.uk/ukpga/2018/12/contents>

Transparency Code 2015

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>

Counter Terrorism and Security Act 2015

<https://www.legislation.gov.uk/ukpga/2015/6/contents>

Modern Slavery Act 2015

<https://www.legislation.gov.uk/ukpga/2015/30/contents>

Late Payment Directive 2015

<https://www.gov.uk/government/publications/late-payment-directive-user-guide-to-the-recast-directive>

Study of the Document

- 4.11 Documents issued by the Town Council to a prospective Applicant must not be passed on to a third party without the express permission of the Town Council.
- 4.12 Applicants are expected to read, understand and agree to the Volumes (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract.
- 4.13 The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

- 4.14 The Applicant's price shall (except in so far as it is otherwise provided in the Contract (or Framework Agreement) cover all obligations under the (Call-Off) Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.
- 4.15 The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

Consortia and Sub-contracting

- 4.16 Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Town Council advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted.
- 4.17 The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements.
- 4.18 The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Supplies / Services or Works will be sub-contracted.
- 4.19 Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.
- 4.20 The Town Council recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Town Council during the procurement process or in the event that they are the successful Contractor and in any event as soon as that change is known.
- 4.21 The Town Council may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Town Council's evaluation of the new information results in an outcome that is different from the original, the Town Council reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.
- 4.22 If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.
- 4.23 Please note that the Town Council reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Regulations.
- 4.24 Where an Applicant requires additional time in the procurement process to establish relationships with suitable consortia partners it is advised to notify the Town Council at the earliest convenience and request an extension to the procurement timescales. Applicants may do this through the messaging facility described at section Clarification and Circular Advices of this Volume One (1) Instructions and Information.

Terms and Conditions

- 4.25 The applicable terms and conditions accompany this tender. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
- 4.26 Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with the Clarification Process.
- 4.27 Where the Town Council is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly.
- 4.28 When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions. Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.
- 4.29 Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Town Council reserves its right to class any Bid submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
- 4.30 The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Town Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

Clarification and Circular Advices

- 4.31 Upon commencement of the procurement process the Applicant shall not approach any member of the Town Council in relation to this tender, other than by using the agreed contact email.
- 4.32 Applicants should note that unless a question is innovation based, responses will be provided to all Applicants.
- 4.33 Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question.
- 4.34 The identity of Applicants raising any questions will remain confidential.
- 4.35 Relevant questions together with the answers will be posted on Contracts Finder and it will be the requirement for the Applicant to check any updates.
- 4.36 When Applicants first access the procurement documentation, they should satisfy themselves that they have seen any further messages posted via Contracts Finder. It is in the Applicant's interest to visit the site regularly as clarifications may fundamentally affect requirements.
- 4.37 If during the period the Town Council, issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

Completion of the Document

- 4.38 For the avoidance of doubt all of the sections included within Volume Two (2) Applicant's Offer must be completed and submitted by the Applicant in order to be considered by the Town Council as a fully complete and official Bid.
- 4.39 Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and may be disqualified from further evaluation and therefore exclusion from the procurement process.
- 4.40 Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not re-format or re-brand any of the procurement documentation in accordance with their own standards on formatting, e.g. if the documents are issued in Microsoft Word, the Town Council requires them to be returned in the same format.
- 4.41 Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation.
- 4.42 Any pro-formas must be fully completed even if your organisation has previously submitted Bids to the Town Council. It is not sufficient to cross-refer to previous responses.
- 4.43 Where an Applicant requires assistance in completing the documents or meeting the submission requirements it is advised to notify the Town Council at the earliest convenience and request additional support, to include meeting with the Town Council Authorised Representative.

Applicant Site Visits

- 4.44 The Applicant is strongly advised to make necessary visit(s) to the site prior to completing its offer to ensure that it is fully familiar with the site locations, relevant conditions and features, and ensure all necessary due diligence as would reasonably be expected in submitting such a tender of this scale. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations / conditions will not be accepted by the Town Council.

Alternatives and Variations

- 4.45 Innovative offers may be made in addition to making a full and complete Bid unless otherwise stated. The submission of an alternative or variant Bid will not be considered if the Applicant fails to make a compliant Bid in the prescribed format.
- 4.46 Should the Applicant wish to offer a variation or alternative Bid, including innovations to the Specification, please complete the Bid as described. This will constitute the 'compliant Bid'.
- 4.47 The Applicant's alternative or variant Bid should be prepared separately and submitted as such, giving clear details of your organisation's departure from the compliant Bid.
- 4.48 Applicants may submit alternative or variant Bids in instances where it believes it is able to offer an innovative solution to a 'traditional' specification or where elements of its proposed service delivery deviate from the specification and / or procurement requirements such that this may render an Applicant's Bid as non-compliant.

Return of Document

- 4.49 Documents must be returned in the correct and proper process for submitting the Applicant's Bid electronically. All Bids shall be submitted via the email address highlighted.

- 4.50 Applicants will not send their Bids to the Town Council in a paper or other 'hard' format unless specifically requested to do so within the associated bid documentation.
- 4.51 Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
- 4.52 It is the Applicant's responsibility to ensure the Bid is submitted prior to the deadline date / time. As such, Applicants are urged to make their submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers.
- 4.53 Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.
- 4.54 **Applicant's Warranties**
- 4.55 In submitting their Bid the Applicant warrants and represents and undertakes to the Town Council that it has not done any of the acts or matters referred to in Regulation 57 of the Regulations and has complied in all respects with the requirements;
- it has full power and authority to enter into the Contract and provide the Supplies, Works or Services will if requested produce evidence of such to the Town Council;
 - it is of sound financial standing and the Applicant, its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted bid) which may adversely affect such financial standing in the future.

Evaluation of Bids

- 4.56 All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the best value principles of Most Economically Advantageous Tender (MEAT).
- 4.57 The evaluation process is a critical part of the procurement process and is the means by which the Town Council is able to assess which Applicant will progress to the next stage of this procurement process and / or award the Contract.
- 4.58 The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract.
- 4.59 Any responses to any of the Selection or Award questions or any other part of the Bid that are later found to be incorrect may lead to the Contractor being exempted from this procurement process or any future procurement process lead by the Town Council and could cause the termination of any resultant Contract.

Applicant's Price

- 4.60 The price offered by the Applicant shall be firm and fixed for the duration of the Contract. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid.
- 4.61 All prices submitted shall be in pounds sterling and be exclusive of Value Added Tax (VAT).
- 4.62 The Applicant's price will be evaluated in accordance with the scoring methodology and weightings as set by the Town Council and declared within Volume Two (2) Applicant's Offer.

Errors and Omissions in the Applicant's Bid

4.63 If the Town Council discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Town Council before final acceptance of the Bid.

Abnormally Low Bids

4.64 In the event that the Town Council receives a Bid which is abnormally low, in accordance with Regulation 69 of the Regulations, it shall require the Applicant to explain in writing the price or cost proposed in the submission. The Town Council shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

Demonstrations and Presentations

4.65 The Town Council reserves the right to invite Applicants, to attend a presentation or demonstration at which stage it will be a requirement to reinforce your position by presenting your bid to the key stakeholders involved. Where this forms part of the evaluation this will be detailed in Volume Two (2) Applicant's Offer.

4.66 Applicants will be contacted to be invited to the presentation / demonstration. The invite will detail the date, time and location and the required content of the demonstration / presentation, which will include any specific questions / topics to be covered and the marking system.

4.67 Presentations / demonstrations will be for the purpose of ensuring that shortlisted Applicants have full comprehension of all that is required under this Contract and that all information submitted is accurate.

Rejection of Offers

4.68 The Town Council may at its absolute discretion refrain from considering or reject a Bid if:

- (i) it is incomplete or vague or is submitted later than the prescribed date and time; or
- (ii) it is not in accordance with the approved format and all other provisions of the documents; or
- (iii) is in breach of any condition contained within it.

4.69 The Town Council reserves the right, subject to relevant legislation, at any time to reject any Bid and / or terminate the procurement process with one or all of the Applicants.

4.70 The Town Council reserves the right to disqualify any or all Applicants who makes material changes to, or (in the Town Council's opinion) a material change takes place in respect of, any aspect of either its pre-qualification submission or Bid unless substantial justification can be provided to the satisfaction of the Town Council.

4.71 Any submission in respect of which the Applicant

- has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Town Council or obtained information from any other person who has been contracted to supply Supplies or provide the Service or Works to the Town Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant; or

- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Town Council the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or
- enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
- offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission

4.72 shall not be considered for acceptance and shall accordingly be rejected by the Town Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Town Council or any criminal liability which such conduct by an Applicant may attract.

Acceptance of Offers

4.73 The Town Council does not bind itself to accept the lowest or any Bid and reserves the right to accept a Bid either in whole or in part, or such item or items specified in the procurement documents, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as bid for separately, or to make no award at all.

Award of Contract (or Framework Agreement)

4.74 Submitted documents shall constitute an irrevocable offer to provide the Supplies / Works or Services. Any acceptance of it by the Town Council shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

4.75 The successful Applicant shall conclude a formal Contract with the Town Council, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Town Council and co-signed by the Applicant's Authorised Officer.

4.76 The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of submission.

Intellectual Property Rights

4.77 Intellectual property rights (IPR) to any original ideas, designs, concepts or plans contained in any document, plan, specification, drawing or design submitted in response to this process will vest with the Town Council unless copyright is claimed prior to the lodgement of such materials with the Town Council.

Definitions

Applicant	Shall mean the organisation responding to the procurement through the procurement process
Authority	Shall mean the organisation preparing the procurement documents and/or the organisation for whom the resultant Contract will be performed
Town Council Authorised Representative	Shall mean the main client Officer for the procurement process and/or resultant Contract
Award	Shall mean the process by which the Town Council shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
Awarding Council Town	Shall mean the organisation for whom the resultant Contract will be performed; in this case it will be the Town Council
Bid	Shall mean the Applicant's offer to the Town Council, which shall be submitted as the completed procurement documents
Clarification	Shall mean the process by which queries on the Town Council's procurement document are raised by the Applicants and the process by which queries on the Applicant's Bid are raised by the Town Council
Commercially Sensitive information	Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant's Offer comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Town Council that, if disclosed by the Town Council, would cause the Contractor significant commercial disadvantage or material financial loss
Consortia Consortium /	Shall mean two (2) or more companies or organisations, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Regulation 19 Public Contracts Regulations 2015)
Contract	Shall mean a formal and legally binding agreement entered in to between two or more parties to provide Supplies, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
Contract Notice	Shall mean the publication in the Tender opportunity by the Town Council and its intention to procure a public supplies, services, or works Contract
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by the Town Council
Town Council	Shall mean Saltash Town Council
Employers' Liability (Compulsory Insurance)	<p>Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.</p> <p>By law, an employer must have EL insurance and be insured for at least £5 million. The insurance must cover all the organisation's employees in England, Scotland, Wales and Northern Ireland. If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers' Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers' Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide.</p>
Evaluation	Shall mean the process through which the Applicant's Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made
Evaluation Criteria	The means by which the Town Council will Evaluate an Applicant's Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant's Bid

Invitation to Tender (ITT)	Shall mean the written request by the Town Council for an interested Applicant to submit a written Bid to facilitate the Town Council's requirements
Lead Applicant	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners
Lowest Price	Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed solely on the basis of their offer of price
Mandatory Requirements: Pass / Fail	Shall mean the Town Council's essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process
Mandatory Requirements: Scored	Shall mean the Town Council's essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and / or as part of the Award criteria
Most Economically Advantageous Tender (MEAT)	Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price
Officer	Shall mean the individual completing the procurement documents on behalf of the Town Council
Open	Shall mean the procurement process determined by the Public Contracts Regulations 2015
Pricing	Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Town Council's requirements
Procurement	Shall mean the acquisition of Supplies, Services or Works from an external source
Public Contracts Regulations 2015 (the Regulations)	Shall mean the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts
Public Liability Insurance	Shall mean an insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs (including if the organisation is based 'at home'). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business.
Selection	Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015
Selection Questionnaire	Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015
Services	Shall mean a system supplying a need such as communications and transport, utilities such as electricity and fuel, the provision of advice or the performance of routine maintenance or repair work
Specification	Shall mean the detailed description of the Town Council's requirements
TUPE	Shall mean the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014"
Volume One (1) Instructions and Information	Shall mean the document containing advice to Applicants concerning the way that the procurement process will be conducted and the way in which the documentation should be completed - the Selection and Award criteria to be used in the procurement process and shall be the document in which the Applicant shall make its response to those criteria plus pricing and information concerning the Applicant's organisation
Volume Two (2) Applicant's Offer	Shall mean the document containing information specific to the opportunity, to include the specification



Saltash Town Council
Working for the People of Saltash



Volume Two (2) Applicant's Offer
Invitation to Tender

Catering Concession for:
Isambard House, Saltash Railway Station,
Saltash, Cornwall

Closing time and date for return of submission:

By 12:00 hrs 27/01/2023

To: tenders@saltash.gov.uk

Name of Applicant:

This document must be completed and returned in the published format. Failure to comply with this instruction may result in your Submission being discounted.

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1. General Notes

This document should be read in conjunction with the supporting information contained within Volume 1 "Invitation to Tender - Background Information, Instructions and Conditions of Tender" and associated documents also referenced.

This document and associated documents will form the basis of the Applicants formal tender response. Care should be taken to ensure that it is completed accurately, and all information required to submit a compliant tender is done ahead of submitting any final response.

2. Selection Questionnaire

Notes for completion

1. The “Town Council” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Town Council recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Town Council immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Town Council will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The Town Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Town Council is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Please mark 'X' in the relevant box to indicate your trading status	a) a public limited company
		b) a limited company
		c) a limited liability partnership
		d) other partnership
		e) sole trader
		f) other (please specify)
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) – (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) – (ii)	If you responded yes to 1.1(i) – (i), please provide the relevant details, including the registration number(s).	
1.1(j) – (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) – (ii)	If you responded yes to 1.1(j) – (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Please mark 'X' in the relevant box to indicate whether any of the following classifications apply to you	a) Voluntary, Community and Social Enterprise (VCSE)
		b) Sheltered workshop
		c) Public service mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	

1.1(n)	Details of Persons of Significant Control (PSC), where appropriate (Please enter N/A if not applicable)	
	Name:	
	Date of birth:	
	Nationality:	
	Country, state or part of the UK where the PSC usually lives:	
	Service address:	
	The date they became a PSC in relation to the company (for existing companies the 06 April 2016 should be used):	
	Which conditions for being a PSC are met:	
	Over 25% up to (and including) 50%	
	More than 50% and less than 75%	
1.1(o)	Details of immediate parent company (Please enter N/A if not applicable)	
	Full name of the immediate parent company:	
	Registered office address (if applicable):	
	Registration number (if applicable):	
	Head office DUNS number (if applicable):	
1.1(p)	Details of ultimate parent company (Please enter N/A if not applicable)	
	Full name of the ultimate parent company:	
	Registered office address (if applicable):	
	Registration number (if applicable):	
	Head office DUNS number (if applicable):	
Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the Persons of Significant Control of them.		

Please provide the following information about your approach to this procurement.						
Section 1	Bidding model					
Question number	Question	Response				
1.2(a) – (i)	Are you bidding as the lead contact for a group of economic operators?	Please indicate your answer by marking 'X' in the relevant box. <table border="1"> <tr> <th>Yes</th> <th>No</th> </tr> <tr> <td></td> <td></td> </tr> </table>	Yes	No		
	Yes		No			
If yes , please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no , and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.						
1.2(a) – (ii)	Name of group of economic operators (if applicable)					
1.2(a) – (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) – (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes				
		No				

1.2(b) – (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.	
	Name:	
	Registered address:	
	Trading status:	
	Company registration number:	
	Head Office DUNS number (if applicable):	
	Registered VAT number:	
	Type of organisation:	
	SME (Yes/No):	
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables:	
	The approximate % of contractual obligations assigned to each sub-contractor:	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

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

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3 (c)	Role in organisation	
1.3(d)	Phone number	
1.3 (e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2				Grounds for mandatory exclusion	
Question number	Question	Response			
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .				
	Participation in a criminal organisation If Yes please provide details at 2.1(b)				
	Corruption If Yes please provide details at 2.1(b)				
	Fraud If Yes please provide details at 2.1(b)				
	Terrorist offences or offences linked to terrorist activities If Yes please provide details at 2.1(b)				
	Money laundering or terrorist financing If Yes please provide details at 2.1(b)				
	Child labour and other forms of trafficking in human beings If Yes please provide details at 2.1(b)				
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.				
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)				
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?				
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.				
Please Note: The Town Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.					

Part 3: Selection questions

Section 8	Additional questions			
Question number	Question	Response		
8.1	Insurance			
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):		<table border="1"> <tr> <td>Yes</td><td>No</td></tr> </table>	Yes	No
Yes	No			
Employer's (Compulsory) Liability Insurance = £5m		<table border="1"> <tr> <td></td><td></td></tr> </table>		
Public Liability Insurance = £10m		<table border="1"> <tr> <td></td><td></td></tr> </table>		
* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.		<table border="1"> <tr> <td></td><td></td></tr> </table>		

3. Specification

The Tender is accompanied with associated Specification (Schedule 1). The below are pass fail questions, and in the event that you answer “no” to any of the questions then we will not evaluate your tender any further and will not be able to contract with you.

Ref	PASS / FAIL QUESTIONS – Confirmation that Tender is submitted on the following understanding:	Please delete as appropriate
1	The Concession will be in line with all issued documents and accompanying schedules issued with this Tender opportunity	Yes / No
2	You will be willing to contract with the Town Council under the Headline Terms as set out in Schedule 3	Yes / No
3	Any additional Capital Costs will be covered by the Concessionaire	Yes / No

The Tenderer is required to provide responses to the Method Statements as outlined below. The Tenderer is asked to clearly reference the response to each Method Statement and clearly reference any supporting documents.

Method Statements (MS)

MS1 Supporting the Objectives

The Tenderer's response to this Method Statement: is for the Tenderer to provide a detailed method statement that focuses on how they would support the Town Council in delivering the Contract objectives as set out in the Specification and the role that the Tenderer would play, particular attention should be taken to the following sections of the Specification:

- Section 2 - Objectives
- Section 5 – Quality of Service / Food Standards
- Section 6 - Equalities
- Section 11 – Environmental Management
- Section 12 – Waste Management
- Section 13 – Recycling Food Waste, Fats, Oils and Greases
- Section 14 – Other Recyclates
- Section 15 – Disposable Products

Please provide details around how you will meet these requirements, in summary we would be looking for the Tenderer to provide details around:

- How through their delivery of a Concession you would create the offer and environment that would achieve the objectives of the Town Council.

WHAT DOES A STRONG RESPONSE LOOK LIKE?

A strong submission would clearly demonstrate an understanding of the requirements as set out and what is necessary to deliver high quality successful outcomes against the Objectives. In supporting and evidencing a strong submission this could include:

- Overall vision for how the Tenderer's proposal would meet the specific Objectives as set out in Section 1 (Contract Objectives)
- Clarity on a partnered ethos to support the Town Council in achieving these
- The understanding that the opportunity is both for delivery of Catering but the importance to create a valued community asset
- Clarity on the role which the Tenderer would play in doing this and provide assurances on how they would go about doing this
- Approach to be applied in staff recruitment, retention and training from junior to senior staff
- Details on the logistics around resourcing the Concession and how they would go about efficiently and effectively managing the resources, through to the equipment and products to be used
- An understanding of what it takes to balance the competing demands around delivering catering and how this would be applied in this setting
- How this links to a credible and clear supporting business model

Please provide details here:

MS2 Commercial considerations – operational delivery

The Tenderer's response to this Method Statement: is for the Tenderer to provide a detailed method statement that focuses on the approach to Operational Delivery of the Café, Waiting room and accessible toilet as set out in the Specification. In particular, the Tenderer would be responding to:

- Section's 2 to 17 of the Specification

Please provide details around how you will meet the requirements. In summary we would be looking for the Tenderer to provide details around:

- How you would approach the operational delivery of the concession.

WHAT DOES A STRONG RESPONSE LOOK LIKE?

A strong response would really focus on the specifics on how the Concessionaire would deliver against the specific sections as listed above in the Specification from an operational delivery perspective.

This would be a case of setting out the business plan for the Concession, from mobilising, to operating as a successful operation, along with plans for growth and development over the timeframe of the concession.

The business plan would be clear and credible, well informed with necessary supportable information to provide a strong degree of confidence in both delivery of the plan and that the supplier is able to achieve the outcomes as set out.

Some areas this may simply be an acknowledgement to the requirement as set out by the Town Council in the Specification, for example, acknowledgement around working within the permitted hours for operations.

Equally in respect of Opening Hours the Town Council would also be wanting more details and clarity on how the Concessionaire would look to approach Seasonal opening and peak times, in a way that affords the Concessionaire commercial income and revenue but also supports the importance of having an open and active community asset.

A strong response would clearly demonstrate an understanding of the requirements as set out and what is necessary to deliver high quality outcomes and make this a successful venture. In supporting and evidencing a strong submission this would include:

- Details around how as part of your operational delivery you would support positive approaches towards Environmental Management, Waste Management, Recycling food waste, Fats, Oils and Grease / Other recyclates, and disposable Products
- Indicative menus / range of food to be offered and tariffs
- How the venture would look to appeal to a range of customers from commuters and travellers using the station to other visitors including families, children and students
- Options for people with specific dietary requirements – e.g. gluten free
- Proposed operating hours winter / summer / weekdays / weekends
- Where relevant lessons learned and experience from similar venues or operations and how these would be applied here

- Proposed approach to resourcing the site regarding staffing, training and pay arrangements
- A credible and clear link to the supporting business model that can be evidenced regarding actual operational delivery
- Details on marketing strategy and branding
- Details on proposals to positively exploit the wider potential of the site

Please provide details here:

MS3 Delivering Social Value outcomes

The Tenderer's response to this Method Statement: is for the Tenderer to provide details around how they would action and deliver Social Value outcomes. In particular the Tenderers response to:

- Section 2 – Objectives
- Section 3 – Introducing Isambard House Café
- Section 6 – Equalities
- Section 8 - Concessionaire Team (local employment and training / apprenticeships)
- Section 9 – Training
- Section 11 – Environmental Management
- Section 12 – Waste Management
- Section 13 – Recycling Food Waste, Fats, Oils and Greases
- Section 14 – Other Recyclates
- Section 15 – Disposable Products
- Section 20 – Living Wage
- Section 21 - Social Value

The main areas of focus and reference made in the Specification document under Section 20 Social Value are:

- Workforce, including supporting apprenticeships, ensuring staff are fairly recompensed for work undertaken.
- Social benefits to communities within the area which would increase social inclusion and breaking down social exclusion
- Supporting positive environmental outcomes as well as making a positive contribution to the Council's pledge around removing use of "single use plastics".
- Social outcomes that support community initiatives and / or work to make a positive outcome within the wider community

The above are indicative and not exhaustive around what or how the Tenderer could do around Social Value.

The Town Council is seeking clear commitment to Social Value outcomes from how the Concession arrangement is set up from any successful concessionaire;

WHAT DOES A STRONG RESPONSE LOOK LIKE?

A strong submission would clearly demonstrate an understanding of the requirements as set out and what is necessary to deliver high quality outcomes against the Objectives. In supporting and evidencing a strong submission this could include:

- Clarity on what Social Value would be committed as part of any overall awarded Contract, and in providing clarity on what is to be provided by the Concessionaire linking this to tangible and measurable outputs and outcomes.
- Provide clear methodology in how these are measured and a value that is attributable to what is to be provided as part of any awarded contract.

- Would be credible in what is set out, what is achievable and deliverable around Social Value plus is commensurate with the overall value, scale and expectations from the Concession.
- Clearly link to the strategic outcome for this project and / or wider strategic plans of the Council (e.g. the Town Plan).
- Provide certainty around what is proposed through willingness to make contractual commitments to deliver the stated outcomes.
- Confidence and assurance around how the Concessionaire would support the wider partnering ethos sought by the Town Council in respect of the Concessionaire appointment.

Please provide details here:

4. Commercial Schedule

Applicants are required to complete the Schedule 2 – Commercial Model accompanying this Tender. These costs will form the basis of the Bid submission. All prices shall be stated in pounds sterling and exclusive of VAT. If there is no charge for an item, please state none.

5. Certificates and Declarations

Conditions of Tender

CONDITIONS OF TENDER	
Reference number and Title of Contract: Shall be as per the Reference Number and Title of Contract as detailed on page one (1) of this Volume Two (2) Applicant's Offer	
1.	By submitting a Tender, Applicants are agreeing to be bound by the terms and conditions without further negotiation or amendment. <input type="checkbox"/> I/We fully accept the terms and conditions of contract for the provision of goods/works/services
2.	Having examined the tender documents for the provision of the above goods/works/services , we offer to provide the said goods/works/services in conformity, without qualification, therewith for the sum/sums enclosed at Schedule 5 of this Bid.
3.	The Authority does not bind itself to accept the lowest or any Tender, and reserves the right to accept a Tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
4.	I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to supply (<i>or perform the services</i>), on such terms and conditions and in accordance with such specifications (<i>if any</i>), as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.

Commercial Model Declaration

I/We offer to supply the goods or services as per the Commercial Model above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING

The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.

Box A – Consortium

I/We the undersigned do hereby certify that:-

- (a) the consortium's tender is bona fide and intended to be competitive;
- (b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;
- (c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.
- (e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.
- (f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.

Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money 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 said work any act or thing of the nature specified and described above.
- (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.
- (f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.

Certificate of Confidentiality

CERTIFICATE OF CONFIDENTIALITY

I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Commercially Sensitive Information

The Authority may be obliged to disclose information in or relating to this Bid following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Bid. I declare that I wish the following information to be designated as Commercially Sensitive.

--

The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

--

Conflict of Interest

CERTIFICATE OF CONFLICT OF INTEREST

I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):

I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.

Signatures

Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which they sign or are employed).	