



Ribble Valley
Borough Council

www.ribblevalley.gov.uk

**INVITATION TO TENDER FOR THE
SEASONAL PROVISION OF MECHANICAL
ROAD SWEEPERS AND DRIVERS AND MINI-
SWEEPER WITH OUTBOARD JET WASH AND
DRIVER**

INSTRUCTIONS AND DETAILS OF CONTRACT

Ribble Valley Borough Council

INVITATION TO TENDER FOR THE SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND DRIVER

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
OJEU reference:	
Contract Description:	<p>Contract for the provision of:</p> <ul style="list-style-type: none"> two mechanical road sweepers with wander hoses and drivers for up to 16 weeks each from mid-October for 40 hours per week Monday to Friday. Note: The 16 week period will not normally include the Christmas and New Year Period. (Lot 1); and one mini / precinct sweeper with outboard jet wash and driver for up to a maximum of 17 weeks starting from mid to end of October for 40 hours per week Monday to Friday. Up to two of these weeks could be used for the blossom clearing in Spring. The 17 weeks are not necessarily continuous (Lot 2). <p>The service shall cover the whole of the Ribble.</p> <p>The authority may consider awarding the contract for the Lot 1 and Lot 2 to different suppliers and this shall be allowed for in the tender prices submitted.</p>
Insurance Requirements:	<ul style="list-style-type: none"> Public Liability of £10 million Employers Liability of £5 million
Period of Contract:	For the period of 1 year with the option to extend for 2 extra periods each of 1 year giving a maximum total contract period of 3 years
Procuring Officer:	Any queries must be submitted by email to procurement@ribblevalley.gov.uk by 5:00pm on 16 th September 2022
Submission instructions:	2 Bound Copies
Tenders to be sent to:	Head of Legal and Democratic Services, Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA

	POSTAL ONLY Tenders submitted by facsimile or electronic transmission will not be considered.
Date/time for Tender return:	<i>Friday 23rd September 2022 (2:00pm)</i>
Packaging:	Tenders must be submitted in a plain sealed envelope or package which shall bear the word "TENDER" followed by the subject to which it relates and shall not bear any name or mark indicating the sender.

Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Deadline for Submission of Tenders	<i>Friday 23rd September 2022 (2:00pm)</i>
Evaluation of Tenders	<i>Week commencing 26th September 2022</i>
Notification of result of evaluation	<i>30th September 2022</i>
Standstill period	<i>1st October 2022 to 10th October 2022</i>
Expected date of award of Contract(s)	<i>11th October 2022</i>
Contract commencement	<i>24th October 2022</i>

CHECKLIST FOR TENDERERS

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

No	Item	Included in Tender?
1.	All information together with the relevant additional documents as requested in Section 5 – INFORMATION REQUIRED	
2.	Completed Form of Tender and Pricing Schedule (Schedule 3)	
3.	Completed and signed- Certificate of non-canvassing and non-collusion (Schedule 4)	
4.	All information together with the relevant additional documents as requested in Schedule 5 – Organisation Questionnaire.	

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IMPORTANT NOTICE

This Invitation to Tender ("ITT") is issued to those wishing to tender ("Tenderers"), their professional advisers and other parties essential to preparing a tender for this Contract (the "Tender") to Ribble Valley Borough Council (the "Council") to provide seasonal mechanical road sweeper services as specified within this document and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

1. **BACKGROUND**

- 1.1 Ribble Valley is located in the county of Lancashire bordering neighbouring district councils in East Lancashire on three sides and Craven District Council in North Yorkshire to the east. The administrative centre for the district is the historic market town of Clitheroe. The industrial and commercial centre for the west of the borough is the town of Longridge. The remaining area is rural with smaller dispersed settlements, some accessible along the A59 corridor and others more remote from services and public transport. Two thirds of Ribble Valley is designated as part of the Forest of Bowland Area of Outstanding Natural Beauty.
- 1.2 According to the 2018 ONS mid-year population estimate the population of the district is 60,057 of whom approximately 25 per cent live in the town of Clitheroe. Ribble Valley has the largest geographical area within Lancashire, covering 226 square miles, but the smallest population.
- 1.3 Further details of the Council's needs under the Contract and other relevant information is provided in the Specification at **Schedule 1**.
- 1.4 If you have any questions or require any clarifications, please email the address shown below:

procurement@ribblevalley.gov.uk

- 1.5 Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 1.6 Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 1.7 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.8 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.9 Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.10 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. CONDITIONS OF TENDER

ALL TENDERS

- 2.1 Tenders must be completed in the English language or a full English translation provided at no cost to the Council.
- 2.2 Tenders must provide responses referring back to the numbering format as set out in section 5 of this ITT.
- 2.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.4 The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.5 The Tender should not be qualified in any way.
- 2.6 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.7 Your full registered business/name and main office address must also be provided on all documents.

2.8 Abnormally Low Tenders

Where the pricing of a Tender is abnormally low the Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.

2.9 Employee Issues and the Transfer of Undertakings (Protection of Employment) Regulations 2006

The Council proposes entering into the Contract on or around 24th October 2022 ("Commencement Date").

All Tenderers are required to note that the award of a contract to the successful Tenderer may result in a transfer pursuant to 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' (the "Regulations") with the effect that all employees engaged in the performance of the Services will transfer to the successful Tenderer on the Commencement Date. The Council further recognises that when the Contract terminates the employees employed by the successful Tenderer in the performance of the Services will be likely to transfer onwards pursuant to the Regulations.

The Council further recognises that The Transfer of Employment (Pension

Protection) (Amendment) Regulations 2013 ("the Pension Protection Regulations") will apply.

3. CONTRACT DOCUMENTS

- 3.1 Any resulting Contract will consist of the Contract Particulars, the Standard Terms and Conditions and any Special Terms and Conditions (all as set out in Schedule 2) and will be subject to English law.
- 3.2 This procurement complies with EU procurement rules and the Council cannot enter into any negotiations on the Tender or Contract.
- 3.3 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

4. TENDER EVALUATION AND AWARD CRITERIA

- 4.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 4.3 Tenders will be evaluated against the award criteria set out below.
- 4.4 During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.
- 4.5 The Council may decide to interview Tenderers, to assist its tendering process, and Tenderers will be notified in due course.
- 4.6 Tenders will be evaluated to determine the most economically advantageous Tender with a weighting of 60% price and 40% quality capability.
- 4.7 Tenders will be evaluated to determine the qualities of the tenderers. Only bids that pass this selection criteria will be evaluated for economic advantage. The criteria are:

- Insurance – This section will be evaluated pass/fail basis.

We will seek evidence relating to the question, Justification to fail is not to provide the adequate insurance levels.

- Financial Information – This section will be evaluated pass/fail basis.

Tenders will be evaluated for overall acceptability and sound financial condition to perform the estimated size of the contract. We will seek evidence relating to the questions, if required.

- Health and Safety – This section will be evaluated pass/fail basis.

The questions in this section will be scored 0-3

0 – Limited or no compliance

1 – Some compliance

2 – Broad compliance

3 – Full compliance

Questions in this section will be scored individually and a score of 0 will constitute a fail.

- Equalities – This section will be assessed and responses evaluated on a Pass/fail basis.

Organisations must demonstrate they comply with equality in employment legislation. We will seek evidence relating to questions, if required.

- Environmental issues – This section will be evaluated on a Pass/fail basis.

Organisations must demonstrate they comply with environmental legislation. We will seek evidence relating to questions, if required.

- Technical Capacity – This section will be evaluated on a pass/fail basis.

Yes being a pass.

- Price 60%

Submissions will be evaluated by comparing costs across tenderers submissions. Submissions will be ranked in order of price the lowest submission attracting the full weighting of 60% thereafter the scores will be attributed as a percentage difference to the lowest price.

- Quality 40%

Tenders will be evaluated to determine the most economically advantageous Tender with a weighting of 60% pricing and 40% quality capability. The criteria are:

To be evaluated based on the Method Statement Questions at 5.2.8

Each Method Statement carries a weighting dependent upon their importance where 1 is low and 3 high. The scores and weighting combine to make up the percentage level.

	Weighting
• Method Statement 1	2
• Method Statement 2	1
• Method Statement 3	3
• Method Statement 4	2
• Method Statement 5	3
• Method Statement 6	2
• Method Statement 7	3
• Method Statement 8	2

Each Method Statement and technical capacity question will be scored 0-4 as below.

0 – Major non-compliance with requirements. Evidence is unacceptable or non-existent. There is a failure to properly address issues or meet any of the requirements or no Information provided.

1 - Does not meet requirements. Major deficiencies or concerns in certain areas or where the lack of detail and relevance requires the reviewer to make assumptions.

2 – Meets requirements. Minor deficiencies or concerns in information provided but may be adaptable.

3 – Meets requirements. Adequate relevant detail provides a comprehensive response demonstrating fully how requirements will be met.

4 – Exceeds requirements. A comprehensive response which meets all requirements and offers some added value.

INFORMATION REQUIRED

5.1 Pricing

5.1.1 Tenderers must complete the Pricing Schedule set out in Schedule 3 to provide all of the obligations under the Contract.

5.1.2 All Prices shall be stated in pounds sterling and exclusive of VAT.

5.1.3 The prices for the sweepers and drivers are to be quoted as an equivalent weekly rate.

5.2 Corporate Requirements

The Council has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. The Council is delivering its services when a contractor is delivering services on behalf of the Council. It is therefore incumbent upon the Council to ensure that these statutory requirements are carried out by any contractor that is working for the Council. Consequently, the Council is looking for a commitment within Tenders to assisting the Council in the following duties. The Council does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Tenderer believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.

5.2.1 INSURANCE

Note to organisation:

This section will be evaluated on a pass/fail basis.

Please confirm details of all insurance cover currently in place, should you be required to increase your insurance levels to provide adequate cover, confirm this is acceptable.

Insurance	
Please provide confirmation that you have or, if successful, will buy the following minimum levels of insurance: <ul style="list-style-type: none">▪ Public liability £10 million▪ Employers liability £5 million	

5.2.2 FINANCIAL INFORMATION

Notes to organisation:

1. **This section will be evaluated on a pass/fail basis.** Organisations will need to demonstrate the financial stability required to deliver the contract.
2. **We may seek evidence relating to the questions below, if required and we reserve the right to use the services of an independent party to access your financial standing/appraisal.**

Financial Information		
What was your turnover in the last two years (if this applies)?	£ for year ended __ / __ / ____	£ for year ended __ / __ / ____
Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?		Yes / No
If "No" what were the reasons, and what has been done to put things right?		
Has your organisation met all its obligations to pay its creditors and staff during the past year?		Yes / No
If "No" please explain why not:		
What is the name and branch of your bankers who could provide a reference?	Name	
	Branch	
	Contact details	
If asked, would you be able to provide at least one of the following?		
A copy of your most recent audited accounts (for the last two years if this applies)		Yes / No
A statement of your turnover, profit & loss account and cash flow for the most recent year of trading		Yes / No
A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position		Yes / No

5.2.3 HEALTH AND SAFETY

The aim of the Health and Safety Questionnaire is to collect sufficient information about your organisation's management system with respect to health and safety. This will help us to make a well-informed, qualitative assessment about your organisation's performance. Areas to be assessed include your Corporate Health and Safety Policy and supporting policies and procedures, Risk Control Systems and Workplace Precautions, all of which provide an indication of the Health and Safety Culture within your organisation.

Assessment Scale			
Each area of your organisations Health and Safety Management System will be assessed against the following 0-3 scale.			
A score of 3 must satisfy all the appropriate criteria for the successful management of health and safety indicated in the relevant section of the Questionnaire.			
3	2	1	0
Full compliance	Broad compliance	Some compliance	Limited or no compliance

Each question will be marked and a score of 0 will constitute a fail.

Health & Safety	
Does your organisation have a written Health and Safety Policy?	Yes / No
Does your organisation implement a Health and safety management System? ("System" means processes and procedures to ensure that the subject is properly managed. This includes making sure that legal requirements are met)	Yes / No
If "No" , to either of the above please explain why:	

Health & Safety		
Responsibility & Structure		
Please state the name and position of the person with overall responsibility for health and safety in your organisation. as required by Regulation 7 of the Management of Health & Safety Work Regulations 1999, together with details of experience and any relevant qualifications.	Name	
	Position in Organisation	
	Experience	
	Qualifications	
Please state the name and position of the person (if different to above) appointed to provide health and safety advice as required by Regulation 7 of the Management of Health & Safety Work Regulations 1999, together with details of experience and any relevant qualifications.	Name	
	Position	
	Name of Organisation	
	Experience	
	Qualifications	
How many persons does your organisation normally employ (include all types and grades in both totals)?	Directly employed by the organisation?	
	Frequently employed labour only sub-contractors, agency staff, consultants or similar	
Does your organisation (not individuals within it) have current membership of any trade associations, safety organisations, registration with or accreditation by any accrediting bodies or similar?		Yes / No
If the answer is yes, please provide details, using full names of associations, bodies etc. Please do not use abbreviations.		
POLICIES AND PROCEDURES		
Does your organisation implement a programme to ensure that vehicles are maintained in a safe condition?		Yes / No
If the answer is yes please confirm how vehicles are maintained and provide evidence that driver daily vehicle checks are carried out.		Please confirm evidence is enclosed Yes / No
If the answer is no please give the reason why.		
Does your organisation have a procedure for the reporting, recording and investigation of accidents and incidents?		Yes / No
If the answer is yes, please state the number of accidents reported in the last	Number of accidents reported in last 2 years	

Health & Safety		
2 years and confirm copy of procedure is enclosed.	Please confirm copy of procedure is enclosed.	Yes / No
	Please provide details of all accidents reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) in the last 5 years.	
During the last five years, has the organisation been subject to formal enforcement (e.g. Prosecution, Prohibition Notice or Improvement Notice) for contravention of the Health and Safety at Work etc Act 1974, or equivalent legislation arising from the conduct of your activities?		Yes / No
If the answer is yes, please provide full details.		
Please state how health and safety policies and procedures are communicated to your employees and administered within your organisation?		
Does your organisation have Risk Assessments and Safe Working Procedures (for general manual handling, COSHH etc) as required by the Management of Health and Safety at Work Regulations 1999 and associated legislation?		Yes / No
If the answer is yes, please supply a copy of a procedure and a copy of an assessment undertaken within the last 6 months appropriate to this contract		
Please confirm a Safe Working Procedure is enclosed		Yes / No
Please confirm a risk assessment is enclosed, if appropriate		Yes / No
Has suitable personal protective equipment been supplied to your employees?		Yes / No
If the answer is yes, please provide details of what equipment is supplied.		
If the answer is yes, please provide details of how the equipment is inspected and maintained, e.g. the procedure and frequency for inspecting ladders, harnesses, work platforms, delivery vehicles and lifting equipment etc. If equipment is to be hired, please advise how the equipment is inspected/checked before it is used.		
Does your organisation have a health and safety training programme for your employees to ensure that they are competent to carry out their duties, including driving and driver CPC whilst employed on this contract?		Yes / No

Health & Safety	
If the answer is yes, please enclose details of training courses undertaken by staff, a copy of any relevant certification and the course objectives.	Please confirm details of training courses, copy of relevant certification and course objectives are enclosed. Yes / No
Does your organisation have a Health and Safety Committee?	Yes / No
If the answer is yes, are safety representatives involved?	Yes / No
Where appropriate, does your organisation undertake health surveillance of employees?	Yes / No
If the answer is yes, please provide details.	
If your organisation uses agency staff or sub-contractors, do you have a system in place for assessing their competence?	Yes / No
If the answer is yes, please provide full details.	
Do you agree to ensure that all your employees will comply with all relevant Health and Safety and Road Traffic legislation, as well as any instructions from the Council's Supervising/Safety Officers, whilst your organisation undertakes any work on behalf of the Council?	Yes / No
Please confirm that you have enclosed a copy of your signed and dated General Health and Safety Policy Statement.	
Does your organisation have a policy for the Management of Work Related Road Safety?	Yes /No
If the answer to the above question is yes, please supply a copy of your Management of Work-Related Road Safety policy statement	
Does your organisation implement safe working procedures for reversing vehicles?	
If the answer to the above question is yes, please supply a copy of such procedures.	
Are your organisations vehicles fitted with:- <ul style="list-style-type: none"> ▪ Rear facing CCTV cameras with in-cab monitors? ▪ High visibility warning lights and beacons? ▪ Clearly audible reversing alarms? ▪ Reversing detectors? 	
Name of Person completing this form	
Position in Organisation	
Date	
Signature	

5.2.4 EQUALITIES

Notes to Organisation:

1. This section will be evaluated on a pass/fail basis.

The Organisation must demonstrate they comply with equality in employment legislation.

2. We will seek evidence relating to the questions below, if required.

The Council is committed to: Providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Tenderer will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.

Expectation of the Tenderer: Tenderers should note that the successful Tenderer will be asked to contract with the Council to ensure that they adhere to these obligations. The Council will, if appropriate, monitor the successful Tenderer's compliance throughout the Contract Period.

Compliance with Equality Legislation: The Council requires service providers to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than 5 employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. During the Contract Period the Council may work with contractors, who at present do not fully comply, to help them put in place policies and practices to do so.

LEVEL 1 (LESS THAN 5 EMPLOYEES)

Organisations with fewer than 5 directly employed persons will be expected to meet the appropriate level of compliance for the delivery of the Contract. Should recruitment increase the size of the organisation to 5 or more employees the organisation will be expected to meet the appropriate level of compliance.

LEVEL 2 (5 TO 49 EMPLOYEES)

All organisations with between 5 and 49 employees must achieve criteria 1 – 4 listed below.

1. All organisations must have an equality policy in respect of race, gender, disability, age, sexual orientation and religion/belief that covers at least:

- Recruitment, selection, training, promotion, discipline, grievance and dismissal.
- Discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.
- Identification of the senior position with responsibility for the policy and its effective implementation.
- How you communicate the policy to your employees.

2. Effective implementation of the policy in the organisation's recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.

3. The policy should either be reviewed to reflect changes in legislation or within a three-year period whichever occurs first.

4. To monitor the gender, disability and ethnicity of job applicants. We would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

LEVEL 3 (50 OR MORE EMPLOYEES)

All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the additional criteria 5-10 listed below:

5. Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline, grievance and dismissal of employees.

6. Provide equality training for managers and any employees responsible for recruitment and selection.

7. In addition to criterion 4 (Level 2) carry out monitoring on the number of employees from different gender, disability and ethnic groups by grade when:

- (a) in post
- (b) applying for posts
- (c) taking up training and development opportunities
- (d) promoted
- (e) transferred
- (f) disciplined and dismissed
- (g) a grievance is raised
- (h) leaving employment

The Council would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

8. If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.

9. In respect of 7 and 8 above, annual monitoring and reporting is required regarding equality issues within the workforce.

10. Organisation's recruitment advertisements and publicity literature should state that equal opportunities practices are in place.

Does your organisation comply with its legal obligations relating to the following?

Race	YES/NO (<i>delete as appropriate</i>)
Sexual Orientation	YES/NO (<i>delete as appropriate</i>)
Disability	YES/NO (<i>delete as appropriate</i>)
Age	YES/NO (<i>delete as appropriate</i>)
Religion or Belief	YES/NO (<i>delete as appropriate</i>)
Gender	YES/NO (<i>delete as appropriate</i>)
Human Rights	YES/NO (<i>delete as appropriate</i>)
NOTE TO ORGANISATION: You must keep up to date with relevant changes in legislation.	

In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?

YES/NO (*delete as appropriate*)

In the last three years has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination by the Equality and Human Rights Commission (EHRC)?

YES/NO (*delete as appropriate*)

If the outcome of either of the last two questions (above) was yes, what action was you required to take as a result of that finding or investigation?

If you were required to take action, what action did you take?

If you were required to take action and no action was taken, please explain why not?

If you were required to take action, did the action taken satisfy the relevant organisation?

YES/NO (*delete as appropriate*)

5.2.5 ENVIRONMENTAL ISSUES

Note to Organisation:

Organisations must demonstrate they comply with environmental legislation. We will seek evidence relating to questions, if required.

Environmental	
The Council is committed to the protection of the environment and the promotion of sustainable environmental development. Tenderers should note the various obligations contained within the Contract which will ensure that the successful Tenderer will provide the Contract in a non-detrimental manner to the environment.	
Would you be willing to work with the Council regarding any environmental issues the Council considers relevant, comply with contractual obligations and carry out any reasonable requests to ensure the protection of the environment and promotion of sustainable development throughout the Contract Period.	Yes / No

5.2.6 TECHNICAL CAPACITY

This section will be evaluated on a pass/fail basis.

Answering Yes constitutes a pass

Technical Capacity	
The Environmental Protection Act 1990: Code of practice on Litter and Refuse is issued by the Secretary of State under section 89(7) of the Environmental Protection Act 1990 as amended by the clean neighbourhood and environment Act 2005 and sets out practical guidance on the discharge of the duties under section 89(1) and (2) of that Act on certain landowners and occupiers to keep specified land clear of litter and refuse, and on local authorities and the Secretary of State to keep clean public highways for which they are responsible. Please confirm that you are conversant with the requirements of this Code on Local Authorities and that you are able to provide the standards required of the code on the council's behalf in the execution of the tendered services	Yes/No Pass/Fail

Please confirm that you are registered to carry waste and also please provide your waste carriers licence number in order that the council may confirm your registration with the Environment Agency.	<p style="text-align: center;">Yes/No</p> <p style="text-align: center;">Licence Number:</p> <p style="text-align: center;">Pass/Fail</p>
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5.2.7 METHOD STATEMENTS

Each method statement will be scored to the quality scoring mechanism in accordance with section 4.7 above.

Responses to the method statements will be incorporated into the contract specification.

It is not envisaged that any response will need to exceed 650 words. Please ensure your response is succinct, including sufficient and relevant detail for marks to be awarded.

Method Statements	
1. In respect of your understanding of the Council's requirements, please state how you will utilise your experience of similar contracts over the last 3 years, giving examples, where appropriate. Please include the service provided, to whom, total contract value and person we may contact if we decide to take up references.	
2. In respect of your understanding of the Council's requirements, please identify areas of risk for implementation and ongoing contract delivery and detail how these risks will be managed.	
3. Please provide details of the training and development that is provided to staff deployed to this contract. Please provide a statement of the technicians and technical services available to you.	
4. Please provide details of the steps the company will take to rectify dissatisfaction with the vehicle or driver.	

Method Statements	
5. Please provide details of the maintenance plan that is applied to your fleet of vehicles	
<p>6. Please provide details of vehicles to be used for performing the contract. Due to the nature of some of our roads a dual sweeper would be required with wander hose and of comparable size to a Johnston 600 series road sweeper (or equivalent). We also require that the vehicles be of smart appearance and maintained to a high standard. Please include the following details for each vehicle to be used on the contract:</p> <ul style="list-style-type: none"> • Vehicle Make • Vehicle Model • Vehicle Age • Euro Emissions Standard • Payload capacity (tonnes) • Clean water tank capacity (litres) • Recirculating water capacity (litres) • Hopper void (m3) • Chassis GVM (tonnes) • Auxiliary fuel tank (litres) • Swept width (mm max) 	
7. In the event of the driver(s) and/or vehicle(s) being unavailable due to vehicle failure or driver sickness, please provide details of how you would ensure that replacement vehicle(s) and/or driver(s) were made available by 7.00am on the following day.	

Method Statements	
<p>8. Please confirm whether your organisation has had a contract terminated within the last 3 years? If so, please provide details.</p> <p>Please confirm whether your organisation has ever Not had a contract renewed for failure to perform to the terms of the contract? If so, please provide details.</p> <p>Please confirm whether your organisation has withdrawn from a contract prematurely within the last 3 years? If so, please provide details.</p> <p>NOTE: Where the responses to this method statement suggest concerns over the organisation's contractual performance that are within their control then a lower score will be awarded based on the level of concern.</p>	

6. CLARIFICATION MEETINGS, SITE VISITS AND INTERVIEWS

The Council reserves the right to hold clarification meetings as it considers appropriate both before and after Tender submission.

7. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 7.1 The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 7.2 As part of the Council's duties under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 7.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 7.4 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council

must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

7.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

7.5.1 has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

7.5.2 does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); and

7.5.3 in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

Ribble Valley Borough Council

SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND DRIVER

ITT SCHEDULE 1

SPECIFICATION

1. The Council is requesting suitable suppliers to tender for the provision of mechanical sweepers and mini-sweeper with drivers (please see 2.9 of the ITT re the possible application of TUPE 2006 as amended by the 'Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014'). The initial contract period is for 1 year with the option to extend for 2 extra periods each of 1 year giving a maximum total contract period of 3 years. The contract may be let to a single supplier or to different suppliers as individual lots as defined below.
2. Lot 1 – Two mechanical road sweepers with wander hoses and drivers for up to 16 weeks each starting from mid-October for 40 hrs per week Monday to Friday. Note: The 16 week period will not normally include the Christmas and New Year Period.
3. Lot 2 - One mini sweeper with outboard jet wash and driver for up to 17 weeks starting mid to the end of October for 40 hrs per week Monday to Friday. Up to two of these weeks could be used for the blossom clearing in Spring. The 17 weeks are not necessarily continuous.
4. The supplier shall ensure that all drivers and vehicles are at the agreed location for each day's work and commence cleansing operations no later than 7:00am.
5. Allocation of workloads to the individual drivers will be decided in all cases by the Council's Amenity Cleansing Manager.
6. The Council have a responsibility to meet the standards required under the Environmental Protection Act 1990: Code of practice on Litter and Refuse. The supplier shall ensure the relevant street cleansing standards set out in the Code of Practice are achieved on each visit by the mechanical sweepers.
7. The supplier must be registered to carry waste and must submit their waste carriers' licence number so that the Council can verify this with the Environment Agency
8. Any vehicle used on the Contract must be of smart and satisfactory appearance and must be maintained to a high standard and be sound operationally.
9. Any vehicle used on the contract must, as a minimum requirement, meet Euro 5 emissions standard and shall be fitted with a selective catalytic reduction system such as Adblue or equivalent.
10. Due to the nature of some of our roads a dual sweeper would be required with wander hose and be of a comparable size to a Johnston 600 series road sweeper (or equivalent).

11. In the event of a driver or vehicle being unexpectedly unavailable due to vehicle failure or driver sickness then a like for like replacement must be made available by 7.00am the following day at no extra cost to the Council.
12. Any time accrued by the council due to a driver or vehicle being unavailable and for bank holidays will be used at the discretion of the Amenity Cleansing Manager by agreement with the supplier.
13. Drivers of the vehicles operating under this contract will hold no employment rights with the council and all welfare and rights will be the responsibility of the supplier.
14. All waste arising from the mechanical sweepers operated under this contract must be disposed of at the council waste transfer station at Salthill Depot, at Salthill Industrial Estate in Clitheroe, Lancashire.
15. Where and how the vehicles are stored when not in use is the responsibility of the supplier.
16. Responsibility for any maintenance, repair, running costs, replacement parts (brushes, tyres etc), fuel, insurance and taxes, or any aspect of the vehicle's roadworthiness will fall wholly with the supplier and all prices quoted must be inclusive of any costs associated with these responsibilities.
17. All prices quoted must be inclusive of any travelling time.
18. All prices quoted must be exclusive of VAT.
19. Payment terms will be monthly in arrears and payment will be made within 30 days of receipt of the invoices and will be paid by BACS (Banks Automated Clearing System) unless the invoice is in dispute.

Ribble Valley Borough Council

SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND DRIVER

ITT SCHEDULE 2

PART 1 – CONTRACT PARTICULARS

PLEASE NOTE THIS IS AN EXAMPLE - FOR INFORMATION ONLY

Contract Title	SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND DRIVER	
Council	Ribble Valley Borough Council	
Contractor		
Commencement Date	24 TH October 2022	
Contract Period (including option to extend)	The initial contract period is for 1 year with the option to extend for 2 extra periods each of 1 year giving a maximum total contract period of 3 years	
To be called off by Order	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Services/Goods/Works	Services	
Specification/Description	See Schedule 1 of the tender documents	
Delivery Instructions (Note: Delete Lots as appropriate)	<p>Lot 1 – Two mechanical road sweepers with wander hoses and drivers for up to 16 weeks each starting from mid-October for 40 hrs per week Monday to Friday. Note: The 16 week period will not normally include the Christmas and New Year Period.</p> <p>Lot 2 - One mini sweeper with outboard jet wash and driver for up to 17 weeks starting mid to the end of October for 40 hrs per week Monday to Friday. Up to two of these weeks could be used for the blossom clearing in Spring. The 17 weeks are not necessarily continuous.</p>	

Address for Notice	
Price	£ See Pricing Schedule

Council Authorised Officers		
Name	Position	Contact Details

Contractor Manager	
Name	Contact Details

Contractor Key Personnel (see 2.9 of ITT re TUPE)		
Name	Position	Contact Details

Insurance	
Insurance type:	Minimum level
Employers Liability Insurance	<i>[5 million]</i>
Public Liability Insurance	<i>[£10 million]</i>

SIGNED BY the duly authorised representatives of the parties on [insert date]

SIGNED BY

SIGNED BY

**duly authorised to sign for and
on behalf of *[Name of Contractor]***

**duly authorised to sign for and
on behalf of the Council**

[in the presence of

Witness signature

Name:

Address:

Occupation:

PART 2 – STANDARD TERMS AND CONDITIONS

RIBBLE VALLEY BOROUGH COUNCIL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

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PART A - OPERATIVE PROVISIONS

A1. DEFINITIONS

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

"Authorised Officer"	the person duly appointed by the Council and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Contract in the Contract Particulars or as amended from time to time and in default of such notification the Council's head of procurement or similar responsible officer.
"Business Day"	any day other than a Saturday or Sunday or a public or bank holiday in England. Call outs may be on any day of the year including Saturday or Sunday or a public or bank holiday in England.
"Change in Law"	the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
"Commencement Date"	the commencement date stated in the Contract Particulars.
"Confidential Information"	any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA).

"Contract"	<p>the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:</p> <ol style="list-style-type: none"> 1. the Contract Particulars; 2. the Special Terms and Conditions; 3. the Standard Terms and Conditions; 4. the Tender except to the extent that any element of the Tender has been included in the Contract Particulars.
"Contractor"	<p>the contractor and where applicable this shall include the contractor's employees, sub-contractors, agents, representatives, and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members.</p>
"Contract Manager"	<p>the person named in the Contract Particulars as the contract manager and any replacement from time to time in accordance with clause B3.2.</p>
"Contract Particulars"	<p>the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period, and the Specification and relevant contract specific details of the Tender included in the document.</p>
"Contract Period"	<p>the period of the contract as stated in the Contract Particulars (and any extension in accordance with clause B1).</p>
"Control"	<p>control as defined by section 416 of the Income and Corporation Taxes Act 1988.</p>
"Council"	<p>the Council named in the Contract Particulars and where the context so admits includes any person which takes</p>

over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression "control" shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists).

"DPA"

The Data Protection Act 1998.

"Delivery Instructions"

the instructions provided in the Contract Particulars, the Contract Specification and any other information that the Council considers appropriate to the provision of the Services.

"EIR"

The Environmental Information Regulations 2004.

"FOIA"

The Freedom of Information Act 2000.

"Force Majeure"

any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, (subject to clause H6.3) industrial disputes, protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.

"Good Industry Practice"

the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the Contract.

"HRA"

The Human Rights Act 1998.

"Intellectual Property Rights"

patents, inventions, trademarks, service marks, logos, design rights (whether

	registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
"Invitation to Tender"	the Council's invitation to tender for the Contract.
"Key Personnel"	those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause B6.1.5.
"Law"	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
"Liabilities"	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
"Order"	an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.
"Price"	the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately

	accounted for.
"Pricing Schedule"	the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.
"Services"	the services described in the Specification to be supplied by the Contractor in accordance with the Contract together with all equipment required and any associated goods or personnel provided by the Contractor in relation to those services.
"Special Terms and Conditions"	the additional terms and conditions attached which were set out in the Invitation to Tender.
"Specification"	the specification included in the Contract Particulars setting out the Council's detailed requirements in relation to the Services.
"Standard Terms and Conditions"	the terms and conditions set out in this document.
"Tender"	the Contractor's tender for the Services in response to the Council's Invitation to Tender.
A1.1	Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
A1.2	A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

A2. HEADINGS

A2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

A3. NOTICES

A3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the appropriate address, fax number or email address notified to each other as set out in the Contract Particulars.

A3.2 Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served 48 hours after it was posted, any notice sent by fax will be deemed to have been served 24 hours after it was despatched and any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

A4. ENTIRE AGREEMENT

A4.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

PART B - PROVISION OF SERVICES

B1. CONTRACT PERIOD

B1.1 The Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Contract Period.

B1.2 If the Contract Period includes an option to extend and the Council intends to take up the option, the Contractor shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

B2. PERFORMANCE

B2.1 The Services shall be provided in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions the Services shall be delivered between 7 a.m. and 3:30 p.m., which allows for a 30 minute statutory break, on a Business Day. For call out work the Contractor must be on site in response to a call out request within 40 mins.

B2.2 The time of the delivery of the Services is of essence to the Contract.

B2.3 The Council will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Council's premises.

B2.4 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform the Council and the Council may, at its absolute discretion, extend the period of the Contract accordingly.

B2.5 If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Contractor shall inform the Council immediately.

B2.6 If the Contractor has a change in Control, the Contractor shall inform the Council as soon as reasonably practicable.

B2.7 The Council retains the Contractor for the performance of the Services on a non-exclusive basis.

B3. CONTRACT MANAGER

B3.1 The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.

B3.2 The Contractor shall forthwith give notice in writing to the Council of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Council before changing its Contract Manager.

B4. ORDERING PROCESS

B4.1 Where this Contract is identified as requiring Orders in the Contract Particulars the Contractor shall accept Orders made in writing by the Council under the provisions of this clause.

B4.2 Except where specified Orders are required to call off the Services the Council gives no guarantees whatsoever as to when any Order will be placed during the Contract Period or under the Contract.

B4.3 The Orders shall state the type of or part of the Services required including the Council's requirements with regard to timescale for delivery of those Services.

B4.4 The Contractor shall provide to the Council any contact details necessary for the provision of the out of hours call out service, in order to satisfy the 40 minute response time required and will ensure that services are in place to satisfy the demand whenever it may occur.

B5. RISK IN AND TITLE TO GOODS

B5.1 Risk in any goods provided as part of the Services shall pass to the Council upon delivery without prejudice to any rights of rejection which may accrue to the Council under the Contract or otherwise.

B5.2 Title in any goods provided as part of the Services shall pass to the Council upon delivery or earlier payment.

B6. WARRANTY

B6.1 The Contractor warrants to the Council that the Services will be provided:

B6.1.1 in a proper, skilful and workmanlike manner;

B6.1.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;

B6.1.3 in accordance with the Contract and any descriptions provided by the Contractor;

B6.1.4 to the reasonable satisfaction of the Authorised Officer;

B6.1.5 by Key Personnel (if any) who shall not be released from providing the

Services permanently without the agreement of the Council, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the Council, or the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction or other extenuating circumstances explained to the Council. Any replacements for the Key Personnel shall be subject to the agreement of the Council and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and

- B6.1.6 in a way that the Contractor takes every reasonable precaution to safeguard the Council's and any third-party's property entrusted to the care of the Contractor.
- B6.2 The Contractor warrants to the Council that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
 - B6.2.1 be free from defects in design, material and workmanship; and
 - B6.2.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- B6.3 Without prejudice to the Council's rights to terminate under clause D1, if any of the Services supplied are not in accordance with the Contract, the Council shall be entitled to:
 - B6.3.1 require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event by 7.00am the following day; or
 - B6.3.2 subject to clause E2 require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Services.
- B7. CONTRACTOR'S STAFF
 - B7.1 The Council reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Council:
 - B7.1.1 any member of the Contractor's staff; or
 - B7.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractorwhose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.
 - B7.2 When directed by the Council, the Contractor shall provide a list of the names

and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably desire.

- B7.3 The Contractor's staff, engaged within the boundaries of any of the Council's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.
- B7.4 The decision of the Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Council shall be final and conclusive.
- B7.5 The Contractor shall replace any of the Contractor's staff who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's staff for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- B7.6 The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause.

PART C - PRICE AND PAYMENT

C1. PRICE AND PAYMENT

- C1.1 The Council shall pay the Price for the Services to the Contractor.
- C1.2 The Contractor shall submit a single VAT invoice to the Council no later than seven (7) days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable.
- C1.3 Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Council.
- C1.4 The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Council's satisfaction.
- C1.5 The Council will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Council to the Contractor against any liability of the Contractor to the Council (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any

sums owing to the Contractor into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.

C1.6 Further details of payment, if any, are set out in the Pricing Schedule.

PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

D1. TERMINATION

D1.1 Subject to the provisions of clause H6 (Force Majeure) the Council may terminate the Contract with immediate effect by notice in writing to the Contractor on or at any time if:

D1.1.1 the Contractor becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies;

D1.1.2 the Contractor is convicted of a criminal offence;

D1.1.3 the Contractor ceases or threatens to cease to carry on its business;

D1.1.4 the Contractor has a change in Control which the Council believes will have a substantial impact on the performance of the Contract;

D1.1.5 there is a risk or a genuine belief that there is a risk that reputational damage to the Council will occur as a result of the Contract continuing;

D1.1.6 the Contractor is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Council within 14 days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied;

D1.1.7 there is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or

D1.1.8 the Contractor commits persistent minor breaches of this Contract whether remedied or not.

D1.2 The Council reserves the right to terminate the Contract in part in the case of termination under clauses D1.1.6, D1.1.7 and D1.1.8.

D1.3 Where this Contract is subject to Orders as specified in the Contract Particulars the Council has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause D1.

D1.4 The Council reserves the right to terminate the Contract at will, in whole or in

part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

D2. CONSEQUENCES OF TERMINATION

D2.1 If this Contract is terminated in whole or in part the Council shall:

D2.1.1 only be liable to pay to the Contractor such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination; and/or

D2.1.2 except for termination under clause D1.4, be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under this Contract or any other contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Council resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them; and/or

D2.1.3 where termination arises under clause D1.4, pay to the Contractor any reasonable, direct and quantifiable costs reasonably incurred by the Contractor due to early termination subject to the maximum liability provision in clause E1.4; and/or

D2.1.4 in the event that any sum of money owed by the Contractor to the Council (the Contractor's debt) exceeds any sum of money owed by the Council to the Contractor (the Council's debt) under this Contract then the Council shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Council's debt or to recover the Contractor's debt as a civil debt.

D2.2 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

D3. DISPUTE RESOLUTION PROCEDURE

D3.1 If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.

D3.2 If a dispute is not resolved within fourteen (14) days of referral under clause D3.1 then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussion

within 14 days or longer period as the parties may agree.

D3.3 Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.

D3.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

D4. SURVIVAL

D4.1 The following clauses will survive termination or expiry of the Contract: Clause B5 (Risk in and Title to the Goods), Clause D2 (Consequences of Termination), Clause F1 (Intellectual Property), Clause F2 (Confidentiality and Publicity), Clause F3 (Data Protection), Clause F4 (Freedom of Information), Clause F5 (Record Keeping and Monitoring), Clause H4 (Severance), Clause H10 (Non Solicitation and Offers of Employment) and Clause H12 (Law and Jurisdiction).

PART E - INSURANCE AND LIABILITIES

E1. INSURANCE

E1.1 The Contractor shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.

E1.2 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.

E1.3 If the Contractor does not maintain the necessary insurances under the Contract the Council may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

E2. INDEMNITY AND LIABILITY

E2.1 Neither party seeks to exclude or limit its liability for:

E2.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

E2.1.2 fraudulent misrepresentation; or

E2.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

- E2.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit and pure economic loss) however caused.
- E2.3 Subject to clauses E2.1 and E2.2, the Contractor's liability to the Council under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the Price which is paid or payable at the time that the liability arises. For the avoidance of doubt this limitation shall not apply to the indemnity at clause E2.5
- E2.4 Subject to clauses E2.1 and E2.2, the Council's liability to the Contractor under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the Price which is paid or payable at the time that the liability arises.
- E2.5 The Contractor shall indemnify the Council in full without limit of liability for any direct loss of or damage to the real or personal property of the Council or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities awarded against or incurred by the Council (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

PART F - PROTECTION OF INFORMATION

F1. INTELLECTUAL PROPERTY

- F1.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- F1.1.1 provided to the Contractor by the Council shall remain the property of the Council;
 - F1.1.2 prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Council subject to any exceptions set out in the Contract Particulars.
- F1.2 The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the Intellectual Property Rights grant to the Council a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Council an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-licence, transfer, novate or assign to other Councils, the replacement Contractor or to any other third party providing services to the Council, and shall be granted at no cost to the Council.

F1.3 It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Council against all Liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Council.

F1.4 At the termination of the Contract the Contractor shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services, including any back-up media.

F2. CONFIDENTIALITY AND PUBLICITY

F2.1 Any documents provided by the Council and information which the Contractor may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Council and shall not be disclosed disposed of or used for any purpose without prior written consent from the Council.

F2.2 All Confidential Information provided by the Council to the Contractor shall be returned to the Council at the end of the Contract.

F2.3 Without prejudice to the Council's obligations under the FOIA or EIR, neither party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other party (such consent not to be unreasonably withheld or delayed).

F2.4 Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, employees, sub-contractors, agents, professional advisors and consultants.

F3. DATA PROTECTION

F3.1 The Contractor shall (and shall procure that any of its staff involved in the provision of the Services) comply with any requirements under the DPA.

F4. FREEDOM OF INFORMATION

F4.1 The Council is subject to the FOIA and the EIR ("the Acts"). As part of the Council's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts.

F4.2 The Contractor shall assist and cooperate with the Council (at the Contractor's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

F5. RECORD KEEPING AND MONITORING

- F5.1 In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with the Contract.
- F5.2 The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.

PART G - STATUTORY OBLIGATIONS

G1. HEALTH AND SAFETY

- G1.1 The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Council and shall complete the Council's "Contractor's Health and Safety Questionnaire" before the Commencement Date.

G2. CORPORATE REQUIREMENTS

- G2.1 The Contractor shall comply with all obligations under the HRA.
- G2.2 The Contractor shall comply with all Council policies and rules, such as, but not limited to:
- G2.2.1 equality and diversity policies;
 - G2.2.2 sustainability;
 - G2.2.3 information security rules;
 - G2.2.4 whistleblowing and/or confidential reporting policies; and
 - G2.2.5 all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services.
- G2.3 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- G2.4 The Contractor shall comply with all relevant legislation relating to its staff however employed including (but not limited to) the compliance in law of the ability of the staff to work in the United Kingdom.

G2.5 If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Council with:

G2.5.1 details of the finding; and

G2.5.2 the steps the Contractor has taken to remedy the situation.

G3. LAW AND CHANGE IN LAW

G3.1 The Contractor shall comply at all times with the Law in its performance of the Contract.

G3.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of the Contractor notifying the Council of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.

G3.3 Any agreed additional sums payable as a result of the operation of clause G3.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

PART H - GENERAL PROVISIONS

H1. CONTRACT VARIATION

H1.1 Subject to clause H1.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Council and the Contractor.

H1.2 The Council shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Council confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of emergency Services in accordance with revised Delivery Instructions. The Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

H2. THIRD PARTY RIGHTS

H2.1 This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

H3. NO WAIVER

H3.1 Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.

H3.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause A3.

H4. SEVERANCE

H4.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

H5. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

H5.1 Subject to any express provision of this Contract, the Contractor shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract the supply of the Services.

H5.2 The Council shall be entitled to:

H5.2.1 assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2015); or

H5.2.2 transfer, assign or novate its rights and obligations where required by Law.

H5.3 The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servant, agent and employee as though they were its own.

H6. FORCE MAJEURE

H6.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.

H6.2 If the Council or the delivery location is affected by circumstance of Force Majeure, the Council shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Council nor entitle the Contractor to terminate the Contract.

H6.3 Industrial action by, or illness or shortage of the Contractor's staff, agents or subcontractors, failure or delay by any of the Contractor's suppliers to supply goods, components, services or materials and breach of the Contractor's warranties under clause B6 shall not be regarded as an event of Force Majeure.

H6.4 If the event of Force Majeure continues for more than two (2) months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

H6.5 If the Contract is terminated in accordance with clause H6.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

H7. INDUCEMENTS

H7.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

H7.2 The Contractor warrants that it has not paid commission nor agreed to pay any commission to any employee or representative of the Council by the Contractor or on the Contractor's behalf.

H7.3 Where the Contractor engages in conduct prohibited by clauses H7.1 and H7.2 in relation to this or any other contract with the Council, the Council has the right to:

H7.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or

H7.3.2 recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.

H8. COSTS AND EXPENSES

H8.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

H9. NO AGENCY OR PARTNERSHIP

H9.1 Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

H10. NON-SOLICITATION AND OFFERS OF EMPLOYMENT

H10.1 The Contractor agrees that it will not, without the prior written consent of the Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

H10.1.1 solicit or entice, or endeavour to solicit or entice, away from the Council, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Council at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination;

H10.1.2 attempt, or knowingly assist or procure any other person to do the above.

H11. INSPECTION OF CONTRACTOR'S PREMISES

H11.1 The Contractor shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

H12. LAW AND JURISDICTION

H12.1 This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

PART 3 SPECIAL TERMS AND CONDITIONS

SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND DRIVER

1 PRICE AND PAYMENT

- 1.1 The Contractor shall have the ability to propose to vary the price set out in the Pricing Schedule by giving the Council not less than three months written notice in advance of such variation effective at the end of the initial period of twelve months as specified in the Contract Particulars providing that
 - 1.1.a The notice states the percentage variation to the price and supporting evidence is provided for increases to direct costs, indirect costs and profit margin that clearly justify the proposed variation
 - 1.1.b The requested increases do not exceed Consumer Price Index (CPI) ruling at the time of the increase.
 - 1.1.c Such a variation shall not preclude the possibility of any reduction in charges
- 1.2 Any notice of variation under this clause will be limited to one request in any twelve-month period.
- 1.3 Changes to the Price will only become effective when agreed and accepted by the Council.

2 POST CONTRACT MONITORING

- 2.1 The Contractor is required to collaborate with the Council over the Contract Period to achieve continuous improvement in the quality and delivery of the Services in accordance with the Council's obligations under Part1 of the Local Government Act 1999.

3 MEETINGS AND PROGRESS REPORTS

- 3.1 The Contractor's Representative shall attend any meetings as may reasonably be requested by the Council.
- 3.2 The Contractor will provide Management Information and written reports in the agreed format to the Council periodically as reasonably requested by the Council to ensure the quality performance of the Contract.

4 APPLICATION OF TUPE

4.1 The Council and the Contractor agree that whenever 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' ("the TUPE Regulations") apply to the Services provided under this Contract, they will cooperate with each other and will each fulfil their respective obligations under the Regulations. For the avoidance of doubt, the Parties recognise that the TUPE Regulations apply to a service provision change, which includes (amongst other things) a situation in which activities cease to be carried out by a contractor (such as the Contractor) on a client's (such as the Council's) behalf and are carried out instead by another person (such as a Replacement Contractor) on the client's behalf. It is therefore probable that the TUPE Regulations will apply when the Contractor is first appointed, and again when this Contract is re-tendered and a Replacement Contractor is appointed.

4.2 For the purposes of this, clause 4.5:

- "Relevant Employees" and "Relevant Transfer" shall each have the meaning given to them in the TUPE Regulations;
- "Transfer Date" shall mean the date that the Transferred Employees are transferred to the employment of the Contractor;
- "Transferred Employee" shall mean an employee whose contract of employment becomes, by virtue of the application of the TUPE Regulations, a contract of employment with the Contractor,

and these terms shall be interpreted accordingly.

4.3 The Contractor shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferred Employees, including all wages, holiday pay, bonuses, commission, payment or PAYE, national insurance contributions, pension contributions and otherwise, from and including Transfer Date.

4.4 The Contractor shall ensure that all Transferred Employees are offered membership of the pension scheme of which they were, or were eligible to be, members prior to the Transfer Date or are afforded pension rights which are certified by a professionally qualified actuary as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members of prior to the Transfer Date.

- 4.5 During the twelve months preceding the expiry of this Contract or after the Council has given notice to terminate this Contract or at any other time directed by the Council, and within 15 days of being so requested by the Council, the Contractor shall fully and accurately disclose to the Council any and all information in relation to all personnel engaged in providing the Services including all Relevant Employees who are to transfer as a consequence of a Relevant Transfer as the Council may request, in particular but not restricted to, any of the following:
- (a) a list of employees employed by the Contractor;
 - (b) a list of agency workers, agents and independent contractors engaged by the Contractor;
 - (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those personnel;
 - (d) the terms and conditions of employment of the Relevant Employees, their age, salary, date continuous employment commenced and (if different) the commencement date, enhancement rates, any other factors affecting their redundancy entitlement and any outstanding claims arising from employment.
- 4.6 The Contractor shall warrant the accuracy of all the information provided to the Council pursuant to clause 4.5 and authorises the Council to use any and all the information as it may consider necessary for the purposes of its business or for informing any tenderer for any services which are substantially the same as the Services (or any part thereof).
- 4.7 During the twelve months preceding the expiry of this Contract or where notice to terminate this Contract for whatever reason has been given, the Contractor shall allow the Council or such other persons as may be authorised by the Council to communicate with and meet the Relevant Employees and their trade union or employee representations as the Council may reasonably request;
- 4.8 During the twelve months preceding the expiry of this Contract or where notice to terminate this Contract for whatever reason has been given, the Contractor shall not without the prior written consent of the Council unless bona fide in the ordinary course of business:
- (a) vary or purport to vary the terms and conditions of employment of any employee employed in connection with the Services;
 - (b) materially increase or decrease the number of employees employed in connection with the Services; or
 - (c) assign or redeploy any employee employed in connection with the Services to duties unconnected with the Services.

- 4.9 The Contractor shall indemnify the Council and any Replacement Contractor and shall keep the Council and any Replacement Contractor fully indemnified from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) incurred by or paid by the Council or by any Replacement Contractor as a result of or in connection with the employment or termination of employment of any employee of the Contractor during any period prior to the date of expiry or termination of this Contract.

Ribble Valley Borough Council

ITT SCHEDULE 3

FORM OF TENDER

SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND DRIVER

FORM OF TENDER

To: **Ribble Valley Borough Council**
Council Offices
Church Walk
Clitheroe
Lancashire
BB7 2RA

For the Attention of: **Head of Legal and Democratic Services**

Date:

Dear Sir/Madam,

TENDER FOR THE CONTRACT

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

Attached to this Form of Tender are the following:

- 1. My/our response to the issues raised in Section 5 of the ITT.**
- 2. The completed Pricing Schedule.**
- 3. A signed Certificate of Non-Collusive Tendering and non-Canvassing.**

I/We confirm that the I/we can supply the Contract as specified in the Invitation to Tender at the rates shown below. I acknowledge that the Council may choose to award all 3 lots to a single supplier or to award separate lots to separate suppliers.

PRICING SCHEDULE

LOT ONE

<p>Seasonal use (as set out in the specification) of two mechanical road sweepers (dual sweep with wander hose) and drivers for up to 16 weeks for 40 hrs per week) excluding breaks) starting mid-October. Note: The 16 week period will not normally include the Christmas and New Year Period.</p> <p>Price inclusive of travel time and mileage to site and exclusive of VAT and will be fixed for ONE year. Any request for an increase in price after year one must be made in writing with reasons. Price changes will be considered up to a maximum of CPI, with reductions not being excluded – RATE PER WEEK</p>	<p><i>Insert rate per week figure for 2 sweepers and drivers net of VAT</i></p> <p>£</p>
--	--

LOT TWO

<p>Seasonal use of a mini / precinct sweeper, with outboard jet wash and driver for up to 17 weeks starting mid to end of October Monday to Friday up to 40 hours per week (2 of these weeks could be used for Spring Blossom). Price inclusive of travel time and mileage to site and exclusive of VAT and will be fixed for ONE year. Any request for an increase in price after year one must be made in writing with reasons. Price changes will be considered up to a maximum of CPI, with reductions not being excluded – RATE PER WEEK</p>	<p><i>Insert rate per week figure for 1 mini-sweeper and driver net of VAT</i></p> <p>£</p>
---	---

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract from the 1 April 2022 (or otherwise as agreed with the Council).

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and

accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by

Name(s).....

Position.....

for and on behalf of **[Tenderer]**

Ribble Valley Borough Council

**SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND
DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND
DRIVER**

ITT SCHEDULE 4

**CERTIFICATE OF NON-COLLUSION
AND NON-CANVASSING**

To: ***Ribble Valley Borough Council
Council Offices
Church Walk
Clitheroe
Lancashire
BB7 2RA***

Date:

For the Attention of: ***Head of Legal and Democratic Services***

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

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

- (i) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer

except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

- (j) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (k) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed:

Name:

Position:

For and on behalf of **[Tenderer]**

.....

Ribble Valley Borough Council

**SEASONAL PROVISION OF MECHANICAL ROAD SWEEPERS AND
DRIVERS AND MINI-SWEEPER WITH OUTBOARD JET WASH AND
DRIVER**

ITT SCHEDULE 5

ORGANISATION QUESTIONNAIRE

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A. ORGANISATION PROFILE

Please provide the following details:

Business name:	
Registered or trading name if different:	
Type of organisation (e.g. private limited company, partnership, sole trader):	
Registered address:	
Correspondence address if different from the above:	
Address from which the Contract will be provided if different from the above:	
Name of ultimate holding or subsidiary companies including addresses and an explanation of group structure and internal relationships:	
Indication of the principal areas of business activity of your organisation:	
Contact name:	
Contact's position:	
Contact's telephone number:	
Contact's fax number:	
Contact's email address:	
Company/ies registration number(s):	
Place of registration:	
Year established:	
VAT number:	

B. GROUNDS FOR EXCLUSION

Please confirm the following statements or give details if you cannot confirm them.

B1. Mandatory Grounds

CRIMINAL MATTERS

	Confirmed
Please confirm that the applicant has no convictions under the circumstances set out in regulation 57(1) of the Public Contracts Regulations 2015.	Yes If no (provide details)

B2. Discretionary Grounds

CONFLICT OF INTEREST

	Confirmed
Please give details of any relatives of any relevant person associated with the applicant who are in a senior position or are a councillor within the Council and confirm that there are no conflicts of interest in that respect. If none, please state "none".	

INSOLVENCY INFORMATION

Individuals, sole traders or partnerships:

Please confirm for the business and each individual as a partner in the business that:

	Confirmed
no bankruptcy order has been made or is being applied for;	Yes If no (provide details)
that a court is not administering the business affairs or is being requested to do so;	Yes If no (provide details)
no composition or arrangement has been entered into for the benefit of creditors or has been requested;	Yes If no (provide details)
business activities are continuing and have not been suspended;	Yes If no (provide details)
no similar situation has arisen or is arising under any national laws of a member state.	Yes If no (provide details)

Companies or similar trading entities (e.g. Limited Liability Partnership):

Please confirm that:

	Confirmed
the affairs of the business have not been wound up or are subject to winding up proceedings;	Yes If no (provide details)
no composition or arrangement has been entered in for the benefit of creditors or that such an arrangement has been requested;	Yes If no (provide details)
business activities are continuing and have not been suspended;	Yes If no (provide details)
no analogous situation has arisen or is arising under any national laws of any EU member state;	Yes If no (provide details)
no offences have been committed in relation to the business. When answering this query please ensure that you consider any prosecutions under The Health and Safety at Work Act 1974, race, sex and age discrimination related legislation.	Yes If no (provide details)

PROFESSIONAL CONDUCT INFORMATION

Please confirm that:

	Confirmed
no offence concerning professional conduct has been committed in relation to the business.	Yes If no (provide details)

SOCIAL SECURITY AND TAXATION INFORMATION

Please confirm that:

	Confirmed
all social security contributions have been met; and	Yes If no (provide details)
all necessary taxation payments have been made in any member state in which the business is or was liable to make social security or taxation payments.	Yes If no (provide details)

MISREPRESENTATIONS

Please confirm that:

	Confirmed
no serious misrepresentations have been made in supplying information on any of the matters covered by or in this questionnaire to other contracting authorities.	Yes If no (provide details)

C. UNDERTAKING

When you have completed the questionnaire please ensure that:

You have answered all the questions;

You have enclosed all documents requested;

You have read and signed the undertaking below.

I certify that the information supplied regarding the Applicant is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of the tender.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. I also understand that any such action will result in rejection of our tender and empower the Council to cancel any contract currently in force.

I understand and agree that if our tender is successful that the Applicant will purchase professional indemnity insurance as required if such insurance is not already held.

I understand and agree to the conditions set out in the Freedom of Information and Environmental Information Statement.

NB This undertaking is to be signed by a Partner, Director or authorised representative i.e. in their name on behalf of the Applicant.

Signed for and on behalf of the Applicant:

Signed:

Position/Status in the Applicant:

Applicant's name:

Applicant's address:

Date: